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Michael J. Canning (MC 8060)

*Proposed Counsel for the Debtors
and Debtors-in-Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	Chapter 11
In re)	
Quebecor World (USA) Inc., et. al)	Case No. 08-_____ (___)
Debtors.)	
_____)	Chapter 11
In re)	
Quebecor Printing Holding Company)	Case No. 08-_____ (___)
Debtors.)	
_____)	Chapter 11
In re)	
Quebecor World Capital Corporation)	Case No. 08-_____ (___)
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In re)	
Quebecor World Capital II GP)	Case No. 08-_____ (___)
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In re)	
Quebecor World Capital II LLC)	Case No. 08-_____ (___)
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WCZ, LLC)	Case No. 08-_____ (___)
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Quebecor World Lease GP)	Case No. 08-_____ (___)
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QW Memphis Corp.)	Case No. 08-_____ (___)
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The Webb Company)	Case No. 08-_____ (___)
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Quebecor World Printing (USA) Corp.)	Case No. 08-_____ (___)
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Quebecor World Loveland Inc.)	Case No. 08-_____ (___)
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Quebecor World Systems Inc.)	Case No. 08-_____ (___)
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Quebecor World San Jose Inc.)	Case No. 08-_____ (___)
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Quebecor World Buffalo Inc.)	Case No. 08-_____ (___)
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Quebecor World Johnson & Hardin Co.)	Case No. 08-_____ (___)
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Quebecor World Northeast Graphics Inc.)	Case No. 08-_____ (___)
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Quebecor World UP/Graphics Inc.)	Case No. 08-_____ (___)
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Quebecor World Great Western Publishing Inc.)	Case No. 08-_____ (___)
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Quebecor World DB Acquisitions Corp.)	Case No. 08-_____ (___)
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Quebecor WCP-D, INC.)	Case No. 08-_____ (___)
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Quebecor World Taconic Holdings Inc.)	Case No. 08-_____ (___)
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Quebecor World Retail Printing Corporation)	Case No. 08-_____ (___)
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Quebecor World Arcata Corp.)	Case No. 08-_____ (___)
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Quebecor World Nevada Inc.)	Case No. 08-_____ (___)
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Quebecor World Atglen Inc.)	Case No. 08-_____ (___)
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Quebecor World Krueger Acquisition Corp.)	Case No. 08-_____ (___)
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Quebecor World Book Services LLC)	Case No. 08-_____ (___)
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Quebecor World Dubuque Inc.)	Case No. 08-_____ (___)
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Quebecor World Pendell Inc.)	Case No. 08-_____ (___)
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Quebecor World Fairfield Inc.)	Case No. 08-_____ (___)
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QW New York Corp.)	Case No. 08-_____ (___)
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Quebecor World Dallas II Inc.)	Case No. 08-_____ (___)
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Quebecor World Nevada II LLC)	Case No. 08-_____ (___)
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Quebecor World Dallas, L.P.)	Case No. 08-_____ (___)
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Quebecor World Mt. Morris II LLC)	Case No. 08-_____ (___)
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Quebecor World Petty Printing Inc.)	Case No. 08-_____ (___)
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Quebecor World Hazleton Inc.)	Case No. 08-_____ (___)
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Quebecor World Olive Branch Inc.)	Case No. 08-_____ (___)
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Quebecor World Dittler Brothers Inc.)	Case No. 08-_____ (___)
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Quebecor World Atlanta II LLC)	Case No. 08-_____ (___)
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Quebecor World RAI Inc.)	Case No. 08-_____ (___)
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Quebecor World KRI Inc.)	Case No. 08-_____ (___)
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Quebecor World Century Graphics Corporation)	Case No. 08-_____ (___)
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Quebecor World Waukee Inc.)	Case No. 08-_____ (___)
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Quebecor World Logistics Inc.)	Case No. 08-_____ (___)
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Quebecor World Mid-South Press Corporation)	Case No. 08-_____ (___)
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Quebecor Printing Aviation Inc.)	Case No. 08-_____ (___)
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Quebecor World Eusey Press Inc.)	Case No. 08-_____ (___)
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Quebecor World Infiniti Graphics Inc.)	Case No. 08-_____ (___)
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Quebecor World Magna Graphic Inc.)	Case No. 08-_____ (___)
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Quebecor World Lincoln Inc.)	Case No. 08-_____ (___)
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Quebecor World Memphis LLC)	Case No. 08-_____ (___)
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**MOTION OF THE DEBTORS PURSUANT TO RULE 1015(B) OF
FEDERAL RULES OF BANKRUPTCY PROCEDURE FOR ORDER
DIRECTING THE JOINT ADMINISTRATION OF THE CHAPTER 11 CASES**

The debtors and debtors-in-possession identified on the above case caption and on Exhibit A attached hereto (collectively, the “Debtors”), respectfully hereby move the Court (the “Motion”) for the entry of an order, the proposed form of which is attached hereto as Exhibit B, authorizing the joint administration of the Debtors’ separate Chapter 11 cases for procedural purposes only, pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). In support of this Motion, the Debtors rely on the Declaration of Jeremy Roberts in support of Chapter 11 Petitions and First Day Orders (the “Declaration”). In further support of this Motion, the Debtors respectfully represent as follows:

Jurisdiction

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157 (b)(2).
2. Venue of this proceeding and this Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory bases for the relief requested herein is Bankruptcy Rule 1015(b).

Background

4. On January 21, 2008 (the “Petition Date”), the 53 Debtors filed their voluntary petitions for relief (the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).
5. The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code. No

request has been made for the appointment of a trustee or examiner, and no official committee has yet been established in this case.

6. On January 20, 2008, the Debtors' corporate parent, Quebecor World, Inc. ("QWI") together with each of the Debtors commenced a proceeding before the Superior Court, Commercial Division, for the Judicial District of Montreal (the "Canadian Court") for a plan of compromise or arrangement (the "Canadian Proceeding") under the Canadian Companies' Creditors Arrangement Act ("CCAA").¹ Each of the Debtors was joined in the Canadian Proceeding, in order that each Debtor may obtain the protection of a stay under the CCAA as well as under the Bankruptcy Code.

I. The Debtors' Business

7. The Debtors collectively operate the second largest commercial printing business in the United States, maintaining approximately 78 facilities in 29 states. QWI is a Canadian corporation and the corporate parent of the Debtors, having been incorporated on February 23, 1989 pursuant to the Canada Business Corporations Act to combine the assets constituting what was then the printing division of Quebecor Inc. (QWI, together with the Debtors and all of QWI's debtor and non-debtor subsidiaries and affiliates are referred to herein as "QW World"). QWI is a public company with shares listed on the Toronto Stock Exchange and the New York Stock Exchange, and its registered and principal office is located in the City of Montreal in the Province of Quebec, Canada.

8. QW World's United States assets and operations are organized under QWI's principal United States subsidiary, Quebecor World (USA) Inc. ("QWUSA"). QWUSA, one of the Debtors, is a wholly-owned subsidiary of Quebecor Printing

¹ The Canadian Court appointed Ernst & Young, Inc. to serve as Monitor for the Canadian Proceeding, and UBS Investment Bank is serving as a financial advisor to the Canadian Affiliates.

Holding Company (“QPCH”), also a Debtor, and a direct, wholly-owned subsidiary of QWI. As the corporate parent of QW World’s United States subsidiaries, QWUSA oversees the Debtors’ cash management, operations, employee matters and other areas. In addition, QWUSA is a party to certain of the Debtors’ prepetition financing agreements.

9. In addition to the Debtors’ operations and assets in the United States, and QWI’s operations and assets in Canada, QW World has operations and assets in Latin America, Europe and Asia, which are not the subject of any bankruptcy or insolvency proceeding. In Canada, QW World is the second largest commercial printer with 16 facilities in 5 provinces through which QW World offers a diversified mix of printed products and related value-added services, both to the Canadian market and internationally. QW World is also the largest independent commercial printer in Europe with 17 facilities operating in Austria, Belgium, Finland, France, Spain, Sweden, Switzerland and the United Kingdom, and is the largest commercial printer in Latin America with eight facilities, and has one facility in India.

10. For the year ending December 31, 2006, approximately 79% of QW World’s revenue was derived from North American operations, 17% from European operations and 4% from Latin American operations. QW World’s operations in the United States account for approximately 62% of overall revenue.

11. QW World’s key customers include the largest publishers, retailers and catalogers in the geographic areas in which QW World operates. In the magazine group, QW World prints magazines for publishers, including, for example, 15 magazine titles for Time, Inc.,² *Cosmopolitan* for Hearst Corp., *Elle* for Hachette-Filippachi Magazines

² These include *Time*, *Fortune*, *Money*, *Sports Illustrated*, *People*, *Entertainment Weekly*, *Southern Living*, *Cooking Light* and *Coastal Living*.

US, *ESPN the Magazine* for Walt Disney Corp., *Forbes* for Forbes Inc. and *In Touch Weekly* for Bauer Publishing USA, while QW World's retail insert group includes customers such as CVS, Sears, JC Penney, Kohl's, and Walgreens. QW World's operations also encompass (a) catalogues for customers such as Williams-Sonoma, Oriental Trading Company, Victoria's Secret, IKEA, Cabelas and Bass Pro, (b) books for McGraw-Hill, Scholastic, Simon & Schuster, Thomas Nelson, Time-Warner and Pearson Education, (c) directories for Yellow Book USA, RH Donnelly, Windstream and Frontier in the United States, the Yellow Pages Group in Canada, as well as Telmex and Telefonica in Latin America and (d) direct mail services.

12. QW World's sales and marketing activities are highly integrated and reflect an increasingly global approach to customers' needs, complemented by product specific sales efforts. Sales representatives are located in plants or in regional offices throughout North America, Europe and Latin America, and customers are able to coordinate simultaneous printing throughout QW World's network through a single sales representative.

13. Not surprisingly, the principal raw materials used in QW World's businesses are paper and ink. The Debtors, together with their non-debtor affiliates, utilize centralized raw material purchases in order to avoid administrative complications and realize cost benefits from efficiencies of scale. For most purchases, QW World negotiates with a limited number of suppliers to maximize purchasing power, although QW World does not rely on any single supplier.

14. Much of the Debtors' business is seasonal, with the majority of historical operating income occurring during the second half of the financial year. This is primarily due to seasonal advertising patterns and the related higher number of magazine pages, new product launches and back-to-school, retail and holiday catalogue promotions.

Because the Debtors depend on advertising for a significant portion of their revenue, operating results are also sensitive to prevailing economic conditions.

II. The Debtors' Industry

15. Commercial printing is a highly fragmented, capital intensive industry. The North American, European and Latin American printing industries are very competitive in most product categories and geographic regions. The Debtors estimate that in 2006, in the United States alone, there were approximately 30,700 commercial printers, with industry analysts considering most of the industry's markets to be currently oversupplied – and competition is significant. Competition is largely based on price, quality, range of services offered, distribution capabilities, customer service, availability of printing time on appropriate equipment and state-of-the-art technology.

16. In addition to competition from other commercial printers, technological changes continue to erode the Debtors' businesses, as increased accessibility and quality of electronic alternatives to the traditional delivery of printed documents, through the increased use of the internet and the electronic distribution of media content, documents and data, which provide consumers with virtually instant access to information. Nevertheless, while such trends put pressure on the Debtors' operations, the Debtors believe printed media will continue to play a strong role in marketing, advertising and publishing.

III. Prepetition Credit Obligations and Receivables Facility

17. The principal debt obligations and receivables facility of the Debtors currently outstanding consist of:

- a. a \$750 million revolving credit facility with a bank syndicate under which the Royal Bank of Canada is administrative agent, secured up to a maximum of \$135 million by (i) (i) unlimited guaranties, dated on or about October 26, 2007 from certain of the Debtors; (ii) a pledge of the shares of Debtor QW Memphis Corp. ("QW Memphis") by Debtors QWUSA, the Webb Company and Quebecor World Memphis LLC, dated October 26, 2007; (iii) a pledge of the shares of QWUSA by QPHC, dated October 26,

2007; (iv) security on all personal and real property of QW Memphis, dated October 26, 2007, excluding accounts receivable subject to the North American receivable sale program and certain real estate located in Covington, Tennessee; and (v) security on all inventory of QWI located in Canada, dated October 26, 2007. As of January 11, 2008, the aggregate amount of indebtedness outstanding under the Bank Syndicate Agreement was approximately \$735 million.

- b. An equipment financing agreement dated as of January 13, 2006 (as amended) among QWI, as borrower, QWUSA, as guarantor, and Société Générale (Canada) (“Soc Gen”), as lender, providing for an equipment financing credit facility in the aggregate amount of the Canadian dollar equivalent of €136,165,415 expiring on July 1, 2015.³ The equipment financing facility is guaranteed and secured on a *pari passu* basis up to \$35 million by the same collateral as the credit facilities under the bank syndicate agreement. As of January 11, 2008, the aggregate amount outstanding under the Equipment Financing Agreement was approximately \$155 million.

- c. Certain of the Debtors and QWI are obligors under note issuances consisting of (i) an indenture dated as of November 3, 2003 among Quebecor World Capital Corporation (“QWCC”), as issuer, QWI, as guarantor, and Wilmington Trust Company, as trustee, providing for the issuance of 4.875% senior notes due in 2008 and 6.125% senior notes due in 2013. The aggregate amounts outstanding under such notes as of September 30, 2007 were \$199.9 million and \$398.2 million, respectively; (ii) an indenture dated as of December 18, 2006 among QWI, as issuer, QWUSA, Quebecor World Capital LLC (“QWLLC”) as predecessor in interest to Quebecor World Capital II LLC (“QWLLC II”) and Quebecor World Capital ULC (“QWULC”) as predecessor in interest to Quebecor World Capital II GP (“QWCGP”), as guarantors, and Wilmington Trust Company, as trustee, providing for the issuance of 9.75% senior notes due in 2015. The aggregate amount outstanding under such notes as of September 30, 2007 was \$400 million; (iii) an indenture dated as of March 6, 2006 among QWULC as predecessor in interest to QWCGP, as issuer, QWI, QWUSA and QWLLC as predecessor in interest to QWLLC II, as guarantors, and Wilmington Trust Company, as trustee, providing for the issuance of 8.75% senior notes due in 2016. The aggregate amount outstanding under such notes as of September 30, 2007 was \$450 million; and (iv) an indenture dated as of January 22, 1997 among QWCC, as issuer, QWI (then known as Quebecor Printing Inc.), as guarantor, and The Bank of New York, as trustee, providing for the issuance of 6.50% senior notes due in 2027. The aggregate amount outstanding under such notes

³ As of January 15, 2008, this is equivalent to approximately U.S. \$202,571,926.

as of September 30, 2007 was \$3.2 million. The terms and conditions of the note issuances limit the aggregate amount of secured indebtedness that may be incurred under the Bank Syndicate Agreement and the Equipment Finance Agreement to approximately \$170 million.

- d. QWI and certain of the Debtors are parties to an accounts receivable facility pursuant to: (i) a Canadian receivables purchase agreement dated as of October 24, 2007 between QWI, as seller, and Quebecor World Finance Inc. (“QWF”), as purchaser, whereby QWI sells, with limited recourse, its Canadian trade receivables on a revolving basis in an amount not to exceed \$135 million Canadian; (ii) a U.S. receivables purchase agreement dated as of September 24, 1999 (as amended) among certain Debtors, as sellers, and QWF, as purchaser, whereby the sellers sell, with limited recourse, all of their U.S. trade receivables on a revolving basis in an amount not to exceed \$408 million (\$459 million during peak season); and (iii) an amended and restated receivables sale agreement dated as of September 24, 1999, as amended and restated as of December 22, 1999 (as further amended the “RSA”) among, *inter alia*, QWF, as seller, the purchasers party thereto and ABN Amro Bank N.V., as agent (“ABN”). Pursuant to the RSA, ABN holds a first priority lien on all of the Debtors’ and QWI’s accounts receivable purchased by QWF under the respective Canadian and U.S. receivables purchase agreements. The Canadian receivables program was rolled into the U.S. receivable program on or about October 24, 2007, and as of December 31, 2007 the aggregate amount outstanding on account of the Debtors’ accounts receivable subject to the RSA was approximately \$428 million.

IV. Developments Necessitating Restructuring

18. QWI’s financial performance has suffered in the past few years, especially with respect to its European operations, as a result of a combination of factors, including declining prices and sales volume, and a temporary disturbance caused by a major retooling of its printing operations initiated in 2002. While it has substantially completed its retooling program in North America, and achieved, and even surpassed, its cost reduction objectives, QWI has not yet met its forecasted earnings projections. Rather, the combination of significant capital investments and continued operating losses, principally as a result of its European operations, together with the write down of its European assets, including goodwill, has resulted in increased financing needs. During this period, it was also necessary for QWI to repurchase certain private notes in order to avoid

breaching certain debt to equity ratios, while also facing reduction in amounts available under the Bank Syndicate Agreement. These factors have had a significant impact on all of the members of QW World's corporate family, and, accordingly, have adversely impacted the Debtors' operations and financial position.

19. More recent events have further complicated the Debtors' efforts to improve their balance sheets and financial position. First, on November 13, 2007, QWI announced a refinancing plan consisting of a \$250 million equity offering and a \$500 million debt offering. On November 20, 2007, however, QWI announced the withdrawal of such refinancing plan due to adverse financial market conditions. Second, on December 13, 2007, QWI announced that it would not be able to consummate a previously announced transaction to sell its European operations, which would have resulted in proceeds to QWI of approximately \$341 million, to be paid in cash, shares and through the assumption of indebtedness.

20. In 2006, restructuring initiatives related to the closure or downsizing of various facilities were undertaken, mainly in connection with the North American and European operations, including the closure of printing and binding facilities in Illinois in the catalogue group, the closure of the Kingsport, Tennessee facility in the book group, and the closure of the Red Bank, Ohio, and the Brookfield, Wisconsin facilities in the magazine group, which further affected the Debtors' liquidity.

21. Although the Debtors have to date aggressively sought to raise additional funds, they have not been successful, and the lenders under the Bank Syndicate Agreement have recently indicated that they will not provide any further advances under the bank facility beyond those currently permitted. Facing year end covenant defaults under the Bank Syndicate Agreement, the Debtors and QWI obtained a waiver from the bank syndicate lenders and from the sponsors of its North American securitization program, subject to the satisfaction of certain conditions and refinancing milestones,

including obtaining \$125 million in new financing by January 15, 2008. The Debtors and QWI were not successful in satisfying the conditions and refinancing milestones set by the bank syndicate lenders.

22. Moreover, the Debtors are currently facing a severe liquidity crisis. Even if operations were conducted in the normal course of business, the Debtors' cash flow projections indicate that they will require approximately \$225 million to satisfy their obligations through the end of January 2008, with virtually no availability under the Bank Syndicate Agreement. In this regard, as of November 30, 2007, QWI had aggregate outstanding trade payables of approximately \$526.7 million, of which approximately \$120 million are attributable to the Debtors, \$135 million are attributable to QWI's other North American operations, \$211 million are attributable to the European operations and \$60.6 million are attributable to Latin America operations. In addition to ordinary course payments, QWI was also contractually obligated to make debt payments of approximately \$19.5 million by January 15, 2008, which were not paid and to make payments related to pension obligations of approximately \$10 million, which were only partially made.

23. Quite simply, QWI and the Debtors do not have sufficient liquid resources to pay obligations that either are now due or are expected to become due in January, 2008. The lenders under the Bank Syndicate Agreement have indicated that they will not provide any advances under the bank facility beyond those currently permitted under the Bank Syndicate Agreement, suppliers are demanding cash terms and customers are threatening to cease doing business with QWI and the Debtors altogether unless letters of credit or similar accommodations are provided to such customers.

24. Although the Debtors represent a significant portion of the operations of QWI – a global leader in the printing field – and enjoy significant competitive advantages and a strong customer base, the fact remains that their current financial situation cannot

continue. The Debtors' overall businesses remain viable and stable, but restructuring changes must be made, including the discontinuance of business segments that cannot be made profitable and the streamlining of other business segments to increase profitability, in order to return the Debtors to financial health.

Relief Requested

25. Pursuant to Bankruptcy Rule 1015(b) the Debtors hereby seek the entry of an order directing (a) the joint administration of the Debtors' Chapter 11 cases and (b) parties in interest to use a consolidated caption to indicate that any filed pleading relates to jointly administered bankruptcy cases of "Quebecor World (USA) Inc., et al."

Joint Administration Of These Cases Is Warranted

26. Bankruptcy Rule 1015(b) provides, in relevant part, that "[i]f... two or more petitions are pending in the same court by or against ... a debtor and an affiliate, the court may order joint administration of the estates." See Fed. R. Bankr. P. 1015(b). All of the Debtors are "affiliates" as that term is defined under section 101(2) of the Bankruptcy Code. The Debtors' corporate structure is summarized in the Roberts Declaration. Accordingly, joint administration of the Debtors' cases is appropriate under Bankruptcy Rule 1015 and this Court is authorized to grant the relief requested herein.

27. Many of the motions, hearings and orders that will arise in these Chapter 11 Cases will jointly affect each Debtor. By jointly administering these cases, the Debtors will be able to reduce fees and costs resulting from the administration of these cases and ease the onerous administrative burden of having to file multiple and duplicative documents.

28. Although the Debtors operate together on an integrated basis and centralized books and records account for the assets and liabilities of the collective Debtors, the books and records also identify separate financial information for each

entity. Thus, to the extent specific information may be needed as to a particular Debtor entity, the Debtors are able to access and assemble this information as may be required.

29. The Debtors will continue to operate as separate and distinct legal entities and propose to continue to maintain their books and records as set forth above, consistent with their prepetition practices. The Debtors submit therefore, that their continuation of these practices will not prejudice any party in interest.

30. Relief similar to that requested herein has been granted in comparable chapter 11 cases in this District and elsewhere. See, e.g., Bally Total Fitness of Greater New York, Case No. 07-12395 (BRL) (Bankr. S.D.N.Y. Aug. 1, 2007) (see Docket No. 60); In re Dana Corp., Case No. 06-10354 (BRL) (Bankr. S.D.N.Y. Mar. 3, 2006) (see Docket No. 44); In re Calpine, Case No. 05-60200 (BRL) (Bankr. S.D.N.Y. Dec. 21, 2005) (see Docket No. 26); In re Delphi, Case No. 05-44481 (RDD) (Bankr. S.D.N.Y. Oct. 8, 2005 (see Docket No. 28).

31. Entry of an order directing the joint administration of these Chapter 11 cases will avoid duplicative notices, applications, and orders, thereby saving the Debtors considerable time and expense, and the rights of creditors will not be adversely affected, as this Motion requests only administrative, and not substantive, consolidation of the Debtors' estates. The rights of all creditors will be enhanced by the reduced costs that will result from the joint administration of these Chapter 11 cases. The Court will also be relieved of the burden of entering duplicative orders and maintaining duplicative files. Finally, supervision of the administrative aspects of these Chapter 11 cases by the United States Trustee for the Southern District of New York (the "U.S. Trustee") will be simplified.

32. In furtherance of the foregoing, the Debtors respectfully request that this Court establish the following official caption to be used by all parties in all pleadings in the Debtors' jointly administered cases, except as otherwise specifically provided herein:

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

Quebecor World (USA) Inc., et al.,

Debtors.

Chapter 11

Case No. 08-____ (___)

Jointly Administered

Honorable _____

33. The Debtors also seek the Court's direction that a notation substantially similar to the following notation be entered on the docket of each of the Debtors to reflect the joint administration of these cases:

“An order has been entered in this case directing the procedural consolidation and joint administration of the chapter 11 cases commenced by Quebecor World (USA) Inc. and its direct and indirect debtor affiliates. The docket in Case No. 08-____ should be consulted for all matters affecting these cases.”

34. The Debtors will consult with the U.S. Trustee for authority to file the monthly operating reports required by the U.S. Trustee's Operating Guidelines on a consolidated basis. The Debtors are of the view that such consolidated reports would further administrative economy and efficiency without prejudice to any party in interest and that such reports would accurately reflect the Debtors' consolidated business operations and financial affairs.

Memorandum Of Law

35. This Motion includes citations to the applicable authorities and a discussion of their application to this Motion. Accordingly, the Debtors respectfully request the Court waive the requirement contained in Rule 9013-1 of the Local Bankruptcy Rules for the Southern District of New York that a separate memorandum of law be submitted.

Notice

36. No trustee, examiner or creditors' committee has been appointed in these chapter 11 cases. Notice of this Motion has been provided to (a) the 60 largest unsecured creditors of the Debtors, (b) the Royal Bank of Canada as administrative agent under the Bank Syndicate Agreement, (c) Société Générale (Canada), (d) Wilmington Trust Company, as trustee for the 4.875% senior notes due in 2008 and 6.125% senior notes due in 2013, (e) Wilmington Trust Company, as trustee for the 9.75% senior notes due in 2015, (f) Wilmington Trust Company, as trustee for the 8.75% senior notes due in 2016, (g) the Chase Manhattan Bank, as trustee for the 6.50% senior notes due in 2027, (h) Debtors' proposed post-petition lender, (i) the United States Trustee for the Southern District of New York, (j) the Securities and Exchange Commission, (k) the Internal Revenue Service, (l) the United States Department of Justice, and (m) Ken Coleman, Esq., Allen & Overy, as counsel for the Monitor. The Debtors submit that no other or further notice of this Motion is required. A copy of the Motion is also freely available on the website of the Debtors' proposed claim and noticing agent, Donlin, Recano & Company, Inc., at www.donlinrecano.com.

No Prior Request

37. No prior motion for the relief requested herein has been made to this or any other court.

WHEREFORE, the Debtors respectfully request an entry of an order, substantially in the form attached hereto as Exhibit B, (a) directing the joint administration of the Chapter 11 cases and (b) granting such other further relief as is just and proper.

Dated: January _____, 2008
New York, New York

Respectfully submitted,

/s/ Michael J. Canning

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*Proposed Counsel for the Debtors
and Debtors-in-Possession*

EXHIBIT A

In Re Quebecor World (USA) Inc., et al.

Case	Number
Quebecor World (USA) Inc.	08-10152
Quebecor Printing Holding Company	08-10156
Quebecor World Capital Corporation	08-10154
Quebecor World Capital II GP	08-10155
Quebecor World Capital II LLC	08-10153
WCZ, LLC	08-10172
Quebecor World Lease GP	08-10174
Quebecor World Lease LLC	08-10204
QW Memphis Corp.	08-10165
The Webb Company	08-10170
Quebecor World Printing (USA) Corp.	08-10169
Quebecor World Loveland Inc.	08-10164
Quebecor World Systems Inc.	08-10167
Quebecor World San Jose Inc.	08-10159
Quebecor World Buffalo Inc.	08-10158
Quebecor World Johnson & Hardin Co.	08-10157
Quebecor World Northeast Graphics Inc.	08-10160
Quebecor World UP / Graphics Inc.	08-10161
Quebecor World Great Western Publishing Inc.	08-10162
Quebecor World DB Acquisition Corp.	08-10163
WCP-D, INC.	08-10175
Quebecor World Taconic Holdings Inc.	08-10171
Quebecor World Retail Printing Corporation	08-10168
Quebecor World Arcata Corp.	08-10166
Quebecor World Nevada Inc.	08-10173
Quebecor World Atglen Inc.	08-10184
Quebecor World Krueger Acquisition Corp.	08-10176
Quebecor World Book Services LLC	08-10177
Quebecor World Dubuque Inc.	08-10178
Quebecor World Pendell Inc.	08-10179
Quebecor World Fairfield Inc.	08-10180
QW New York Corp.	08-10182
Quebecor World Dallas II Inc.	08-10198
Quebecor World Nevada II LLC	08-10181
Quebecor World Dallas, L.P.	08-10189
Quebecor World Mt. Morris II LLC	08-10183
Quebecor World Petty Printing Inc.	08-10192
Quebecor World Hazleton Inc.	08-10185
Quebecor World Olive Branch Inc.	08-10191
Quebecor World Dittler Brothers Inc.	08-10199

Case	Number
Quebecor World Atlanta II LLC	08-10186
Quebecor World RAI Inc.	08-10193
Quebecor World KRI Inc.	08-10201
Quebecor World Century Graphics Corporation	08-10197
Quebecor World Waukee Inc.	08-10194
Quebecor World Logistics Inc.	08-10202
Quebecor World Mid-South Press Corporation	08-10203
Quebecor Printing Aviation Inc.	08-10196
Quebecor World Eusey Press Inc.	08-10195
Quebecor World Infiniti Graphics Inc.	08-10200
Quebecor World Magna Graphic Inc.	08-10188
Quebecor World Lincoln Inc.	08-10190
Quebecor World Memphis LLC	08-10187

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

Quebecor World (USA) Inc, et al.,

Debtors.

Chapter 11

Case No. 08-10152 ()

Jointly Administered

Honorable _____

**ORDER PURSUANT TO RULE 1015(B) OF THE FEDERAL
RULES OF BANKRUPTCY PROCEDURE DIRECTING THE
JOINT ADMINISTRATION OF THE CHAPTER 11 CASES**

Upon the motion (the “Motion”)¹ of the debtors set forth in the attached list (collectively, the “Debtors”) for pursuant to Rule 1015(b) of Federal Rules of Bankruptcy Procedure for order directing the joint administration of the chapter 11 Cases; it appearing that the relief requested is in the best interest of the Debtors’ estates, their creditors and other parties in interest; it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); it appearing that venue of this proceeding and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; notice of this Motion and the opportunity for a hearing on this Motion was appropriate under the particular circumstances and that no other or further notice need be given; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

1. The Motion is granted as set forth herein.
2. Pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure, the above-captioned Chapter 11 Cases are consolidated for procedural proposes only and shall be jointly administered by the Court.
3. Nothing contained in this Order shall be deemed or construed as directing or otherwise affecting the substantive consolidation of any of the above-captioned Chapter 11 cases.
4. The caption of the jointly administered cases shall read as follows:

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re	Chapter 11
Quebecor World (USA) Inc, <u>et al.</u> ,	Case No. 08-_____ (___)
Debtors.	Jointly Administered
	Honorable _____

5. That a docket entry shall be made in each of the above-captioned cases substantially as follows:

“An order has been entered in this case directing the procedural consolidation and joint administration of the chapter 11 cases commenced by Quebecor World (USA) Inc and its direct and indirect debtor affiliates. The case docket in Case No. 08- _____ should be consulted for all matters affecting these cases.”

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

7. The Debtors are hereby authorized to file monthly operating reports required by the Operating Guidelines and Financial Reporting Guidelines promulgated by the U.S. Trustee on a consolidated basis if the Debtors determine, after consultation with the U.S. Trustee, that consolidated reports would further administrative economy and efficiency without prejudice to any party in interest and that the reports would accurately reflect the Debtors' consolidated business operations and financial affairs. The foregoing sentence notwithstanding, any form of consolidated month's operating report to which the Debtors and the U.S. Trustee may agree must report on each individual Debtor's monthly cash disbursements.

8. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. To the extent that any affiliates of the Debtors subsequently commence chapter 11 cases, the relief granted pursuant to this Order shall apply to such debtors and their respective estates.

10. The requirement set forth in Rule 9013-1(b) of the Local Bankruptcy Rules for the Southern District of New York that any motion or other request for relief be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

11. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: January _____, 2008

United States Bankruptcy Judge

In Re Quebecor World (USA) Inc., et al.

Case	Number
Quebecor World (USA) Inc.	08-10152
Quebecor Printing Holding Company	08-10156
Quebecor World Capital Corporation	08-10154
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