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e-ps-ny.firm - F:\WP\M\QBC\DEFAULTS\BATCH1\AFF01010.WPD

Attorneys For Plaintiff, Eugene I. Davis, Litigation Trustee for the Quebecor World Litigation Trust

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

<p>In re</p> <p>Quebecor World (USA), Inc., et al.,</p> <p style="text-align: right;">Debtors.</p>	<p>Bk. No. 08-10152-JMP</p> <p>Chapter 11</p>
<p>Eugene I. Davis, Litigation Trustee for the Quebecor World Litigation Trust,</p> <p style="text-align: right;">Plaintiff,</p> <p>vs.</p> <p>Barlow Transportation Services, Inc.,</p> <p style="text-align: right;">Defendant.</p>	<p>Adv No. 10-01010-SHL</p>

APPLICATION FOR DEFAULT JUDGMENT

STATE OF MINNESOTA }
COUNTY OF DAKOTA } ss.

I, Alex Govze, being duly sworn, deposes and says:

1. I am an attorney licensed to practice law by the State of Minnesota, and am admitted to practice before this Court. I am one of the attorneys primarily responsible for representation of the Plaintiff in this adversary proceeding. I have personal knowledge of the facts set forth below and if called as a witness to testify as to matters stated herein, I would be willing and competent to do so.

2. I respectfully submit this Application for Default Judgment against the above-named Defendant, Barlow Transportation Services, Inc., (the "Defendant"), for failure to answer or otherwise defend herein.

3. On or about January 11, 2010, Eugene I. Davis, Litigation Trustee for the Quebecor World Litigation Trust (the "Plaintiff") initiated the above-captioned adversary proceeding, Adversary Number 10-01010 (the "Adversary Proceeding") by filing a Complaint to Avoid and Recover Transfers of Property (the "Complaint"). A true and correct copy of the Complaint is attached hereto as Exhibit "A" and incorporated herein by reference. True and correct copies of the checks evidencing the Transfers are attached hereto as Exhibit "B" and incorporated herein by reference.

4. On or about January 29, 2010, A·S·K Financial LLP caused to be served upon the Defendant the Summons and Complaint in this Adversary Proceeding. A true and correct copy of the Certificate of Service is attached hereto as Exhibit "C" and incorporated herein by this reference.

5. Pursuant to the Findings of Fact, Conclusions of Law, and Order, dated July 2, 2009, Confirming Third Amended Joint Plan of Reorganization of Quebecor World (USA) Inc. And Certain Affiliated Debtors and Debtors-in-Possession (the "Plan"), the Quebecor World Litigation Trust was established on July 21, 2009, the effective date of the Plan. Pursuant to the Plan and the Litigation Agreement attached thereto as Exhibit 6.11(a), the right to prosecute and settle the claims asserted in the above-captioned adversary proceeding as the representative of the Quebecor World Litigation Trust and the applicable Debtor estates was transferred to Plaintiff.

6. The time within which the Defendant may answer or otherwise move with respect to the Complaint herein has expired. Defendant has not answered or otherwise moved with respect to the Complaint, and the time for Defendant to do so has not been extended.

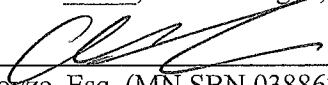
7. To the best of my knowledge, Defendant is not an infant or incompetent and is a business entity not subject to the protection provided by the soldiers and Sailors Civil Relief Act 1940 (50 U.S.C. App. §520).

8. This Adversary Proceeding was brought to seek a judgement in the sum of \$50,350.00, plus interest from January 11, 2010, plus costs in the amount of \$250.00 for the filing of the Adversary Proceeding for a total judgment of \$50,757.40 as of today's date with interest continuing to accrue at the Federal Rate.

9. On or about November 10, 2010, the Clerk of the Bankruptcy Court filed an Entry of Default in the amount of \$50,757.40. Attached hereto as Exhibit "D" is a true and correct copy of the Clerk's Entry of Default.

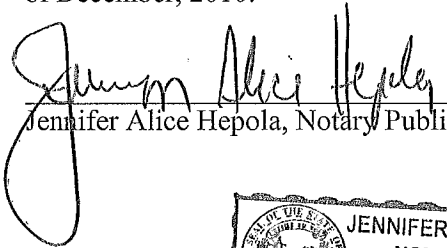
10. A proposed order for a Default Judgment is attached hereto as Exhibit "E."

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 2, 2010 at Eagan, Minnesota.



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2600 Eagan Woods Drive, Suite 400
Eagan, MN 55121
Telephone: 651-289-3842 Fax: (651) 406-9676

Sworn to before me this 2nd day
of December, 2010.



Jennifer Alice Hepola, Notary Public

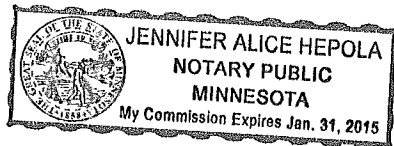


EXHIBIT A

A·S·K FINANCIAL LLP

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Attorneys For Plaintiff, Eugene I. Davis, as Litigation Trustee for the Quebecor World Litigation Trust

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

<p>In re</p> <p>Quebecor World (USA), et al.¹,</p> <p style="text-align: right;">Debtors.</p>	<p>Bk. No. 08-10152-JMP (Jointly Administered)</p> <p>Chapter 11</p> <p>Honorable James M. Peck</p>
<p>Eugene I. Davis, as Litigation Trustee for the Quebecor World Litigation Trust,</p> <p style="text-align: right;">Plaintiff,</p> <p>vs.</p> <p>Barlow Transportation Services, Inc.,</p> <p style="text-align: right;">Defendant,</p>	<p>Adv No.</p>

**COMPLAINT TO AVOID AND RECOVER TRANSFERS PURSUANT TO 11 U.S.C. §§ 547, 548,
549 AND 502 AND RECOVER PROPERTY TRANSFERRED PURSUANT TO 11 U.S.C. § 550**

Eugene I. Davis, as Litigation Trustee for the Quebecor World Litigation Trust (the "Plaintiff"), by its undersigned attorneys, in support of this complaint (the "Complaint") to avoid and recover transfers against Barlow Transportation Services, Inc. (the "Defendant"), hereby alleges upon information and belief that:

¹The Debtors are the following entities: Quebecor World (USA) Inc., Quebecor Printing Holding Company, Quebecor World Capital Corporation, Quebecor World Capital II GP, Quebecor World Capital II LLC, WCZ, LLC, Quebecor World Lease GP, Quebecor World Lease LLC, QW Memphis Corp., The Webb Company, Quebecor World Printing (USA) Corp., Quebecor World Loveland Inc., Quebecor World Systems Inc., Quebecor World San Jose Inc., Quebecor World Buffalo Inc., Quebecor World Johnson & Hardin Co., Quebecor World Northeast Graphics Inc., Quebecor World UP Graphics Inc., Quebecor World Great Western Publishing Inc., Quebecor World DB Acquisition Corp., WCP-D, INC., Quebecor World Tacomac Holdings Inc., Quebecor World Retail Printing Corporation, Quebecor World Arcata Corp., Quebecor World Nevada Inc., Quebecor World Atglen Inc., Quebecor World Krueger Acquisition Corp., Quebecor World Book Services LLC, Quebecor World Dubuque Inc., Quebecor World Pendell Inc., Quebecor World Fairfield Inc., QW New York Corp., Quebecor World Dallas II Inc., Quebecor World Nevada II LLC, Quebecor World Dallas, L.P., Quebecor World Mt. Morris II LLC, Quebecor World Petty Printing Inc., Quebecor World Hazleton Inc., Quebecor World Olive Branch Inc., Quebecor World Dittler Brothers Inc., Quebecor World Atlanta II LLC, Quebecor World RA1 Inc., Quebecor World KRI Inc., Quebecor World Century Graphics Corporation, Quebecor World Waukee Inc., Quebecor World Logistics Inc., Quebecor World Mid-South Press Corporation, Quebecor Printing Aviation Inc., Quebecor World Eusey Press Inc., Quebecor World Infiniti Graphics Inc., Quebecor World Magna Graphic Inc., Quebecor World Lincoln Inc, and Quebecor World Memphis LLC.

NATURE OF THE CASE

1. This Complaint seeks to avoid and recover from Defendant, or from any other person or entity for whose benefit the transfers were made, all preferential transfers of property made for or on account of an antecedent debt and to or for the benefit of Defendant by Quebecor World (USA), et al. (the "Debtors") during the ninety-day (90) period prior to the filing of the Debtors' bankruptcy petitions pursuant to 11 U.S.C. §§ 547 and 550. Subject to proof, the Complaint also seeks to recover pursuant to 11 U.S.C. §549 any transfers on account of pre-petition debt that cleared post-petition and pursuant to 11 U.S.C. § 548 any transfers that may have been a fraudulent conveyance. To the extent that Defendant has filed a proof of claim or has a claim listed on the Debtors' schedules as undisputed, liquidated, and not contingent, or has otherwise requested payment from the Debtors' or the Debtors' chapter 11 estates, (collectively, the "Claims"), this Complaint is not intended to be, nor should it be construed as, a waiver of Plaintiff's right to object to such Claims for any reason including, but not limited to, 11 U.S.C. § 502 (a) through (j) ("Section 502"), and such rights are expressly reserved. Notwithstanding this reservation of rights, certain relief pursuant to Section 502 may be sought by Plaintiff herein as further stated below.

JURISDICTION

2. This Court has subject matter jurisdiction over this adversary proceeding, which arises under Title 11, arises in, and relates to cases under Title 11, in the United States Bankruptcy Court for the Southern District of New York, Case No. 08-10152, pursuant to 28 U.S.C. §§ 157 and 1334(b).

3. The claims and causes of action set forth herein concern the determination, allowance, disallowance, and amount of claims under 11 U.S.C. §§ 502, 547, 548, 549 and 550. This adversary proceeding is a "core" proceeding to be heard and determined by the Bankruptcy Court pursuant to 28 U.S.C. § 157(b)(2).

4. Venue is proper in Southern the District of New York pursuant to 28 U.S.C. § 1408.

BACKGROUND

5. These bankruptcy cases were commenced by the filing on January 21, 2008 (the "Petition Date") of voluntary petitions for relief under Chapter 11 of title 11 of the United States Code by the Debtors.

6. Pursuant to the Findings of Fact, Conclusions of Law, and Order, dated July 2, 2009, Confirming Third Amended Joint Plan of Reorganization of Quebecor World (USA) Inc. And Certain Affiliated Debtors and Debtors-in-Possession (the "Plan"), the Quebecor World Litigation Trust was established on July 21, 2009, the effective date of the Plan. Pursuant to the Plan and the Litigation Agreement attached thereto as Exhibit 6.11(a), the right to prosecute and settle the claims asserted in the above-captioned adversary proceeding as the representative of the Quebecor World Litigation Trust and the applicable Debtor estates was transferred to Plaintiff.

7. Plaintiff is informed and believes and on that basis alleges that Defendant is a corporation residing in and subject to the laws of the State of Missouri.

CLAIMS FOR RELIEF

COUNT 1

(Avoidance of Preference Transfers - 11 U.S.C. § 547)

8. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein.

9. On or within ninety (90) days before the Petition Date, that is between October 23, 2007 and January 21, 2008 (the "Preference Period"), the Debtors continued to operate their business affairs, including the transfer of property, either by checks, cashier checks, wire transfers, direct deposit or otherwise to certain entities, including Defendant.

10. Plaintiff has completed an analysis of all readily available information of the Debtors and is seeking to avoid all the transfers of an interest of the Debtors' property made by one or more of the Debtors to Defendant within the Preference Period.

11. Plaintiff has determined that one or more of the Debtors made transfers to Defendant during the Preference Period in an amount not less than \$50,350.00 (the "Transfers"). Attached hereto as "Exhibit A" and incorporated herein by this reference is a list of Transfers presently known to Plaintiff.

12. During the course of this proceeding, Plaintiff may learn (through discovery or otherwise) of additional transfers made to Defendant during the Preference Period. It is Plaintiff's intention to avoid and recover all transfers made by one or more of the Debtors of an interest of the Debtors in property and to or for the benefit of Defendant or any other transferee. Plaintiff reserves its right to amend this original Complaint

as to include: (i) further information regarding the Transfers, (ii) additional Transfers, (iii) modifications of and/or revision to Defendant's name, (iv) additional defendants, and/or (v) additional causes of action (i.e., but not exclusively, 11 U.S.C. §542, §544, §545, §548 and §549) (collectively, the "Amendments"), that may become known to Plaintiff at any time during this adversary proceeding, through formal discovery or otherwise, and for the Amendments to relate back to this original Complaint.

13. Defendant was a creditor of the one or more of the Debtors at the time of the Transfers within the meaning of 11 U.S.C. § 101(10)(A). At the time of the Transfers, Defendant had a right to payment on account of an obligation owed to Defendant by one or more of the Debtors.

14. The Transfers were to or for the benefit of a creditor within the meaning of 11 U.S.C. §547(b)(1) because the Transfers either reduced or fully satisfied a debt then owed by one or more of the Debtors to Defendant.

15. The Transfers were for, or on account of, antecedent debts owed by one or more of the Debtors before the Transfers were made.

16. The Debtors were insolvent at all times during the ninety (90) days prior to the Petition Date.

17. As a result of the Transfers, Defendant received more than it would have received if: (i) the Debtors' cases were under chapter 7 of the Bankruptcy Code; (ii) the Transfers had not been made; and (iii) Defendant received payment of its debts under the provisions of the Bankruptcy Code.

18. In accordance with the foregoing, the Transfers are avoidable pursuant to 11 U.S.C. § 547(b).

COUNT II

(To Avoid Fraudulent Conveyances Pursuant to 11 U.S.C. § 548(a)(1)(B))

19. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein.

20. To the extent that one or more of the Transfers were not on account of an antecedent debt or a prepayment for goods subsequently received, one or more of the Debtors did not receive reasonably equivalent value in exchange for such transfer(s) (the "Potentially Fraudulent Transfers"); and

A. One or more of the Debtors were insolvent on the date that the Transfer(s) was made or became insolvent as a result of the Transfer(s); or

B. One or more of the Debtors were engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with one or more of the Debtors was an unreasonably small capital; or

C. One or more of the Debtors intended to incur, or believed that one or more of the Debtors would incur, debts that would be beyond one or more of the Debtors' ability to pay as such debts matured.

21. The Potentially Fraudulent Transfers are avoidable pursuant to 11 U.S.C. § 548(a)(1)(B).

COUNT III

(To Recover Post Petition Transfers Pursuant to 11 U.S.C. § 549)

22. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein.

23. To the extent that one or more of the Debtors made a transfer to Defendant on account of obligations that arose before the Petition Date and that cleared after the Petition Date, such transfer(s) were unauthorized post-petition transfers (the "Post Petition Transfers") and are avoidable under 11 U.S.C. § 549.

COUNT IV

(Recovery of Avoided Transfers - 11 U.S.C. § 550)

24. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein.

25. Plaintiff is entitled to avoid the Transfers pursuant to 11 U.S.C. § 547(b), any Potentially Fraudulent Transfers pursuant to 11 U.S.C. § 548, and any Post Petition Transfers under 11 U.S.C. § 549. The Transfers, any Potentially Fraudulent Transfers and any Post Petition Transfers are collectively referred to herein as "All Avoided Transfers."

26. Defendant was the initial transferee of the All Avoided Transfers or the immediate or mediate transferee of such initial transferee or the person for whose benefit All Avoided Transfers were made.

27. Pursuant to 11 U.S.C. § 550(a), Plaintiff is entitled to recover from Defendant All Avoided Transfers, plus interest thereon to the date of payment and the costs of this action.

COUNT V

(Disallowance of all Claims - 11 U.S.C. § 502(d) and (j))

28. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein.

29. Defendant is an entity from which property is recoverable under 11 U.S.C. § 550.
30. Defendant is a transferee of All Avoided Transfers avoidable under 11 U.S.C. §§ 547, 548 and/or 549.
31. Defendant has not paid the amount of the All Avoided Transfers, or turned over such property, for which Defendant is liable under 11 U.S.C. § 550.
32. Pursuant to 11 U.S.C. § 502(d), any and all Claims of Defendant and/or its assignee, against the Debtors' chapter 11 estates or Plaintiff must be disallowed until such time as Defendant pays to Plaintiff an amount equal to the aggregate amount of All Avoided Transfers, plus interest thereon and costs.
33. Pursuant to 11 U.S.C. § 502(j), any and all Claims of Defendant, and/or its assignee, against the Debtors' chapter 11 estates or Plaintiff previously allowed by the Debtors or Plaintiff, must be reconsidered and disallowed until such time as Defendant pays to Plaintiff an amount equal to the aggregate amount of all the All Avoided Transfers.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court grant it the following relief against Defendant:

As to Counts I through V, that the Court enter a judgment against Defendant:

- A. That All Avoided Transfers avoidable under 11 U.S.C. §§ 547, 548 and/or 549 in the amount of \$50,350.00 be avoided;
- B. That All Avoided Transfers, to the extent that they are avoided pursuant to 11 U.S.C. §§ 547, 548 and/or 549, be recovered by Plaintiff pursuant to 11 U.S.C. § 550;
- C. Disallowing, in accordance with 11 U.S.C. § 502 (d), any Claims held by Defendant and/or its assignee until Defendant satisfies the judgment;
- D. Disallowing, in accordance with 11 U.S.C. § 502 (j), any Claims held by Defendant and/or its assignee until Defendant satisfies the judgment;
- E. Awarding pre-judgment interest at the maximum legal rate running from the date of each Transfer to the date of judgment herein;
- F. Awarding post judgment interest at the maximum legal rate running from the date of judgment herein until the date the judgment is paid in full, plus costs;

- G. Requiring Defendant to pay forthwith the judgment amount awarded in favor of Plaintiff ;
- H. Granting Plaintiff such other and further relief as the Court deems just and proper.

Dated: January 11, 2010

A·S·K FINANCIAL LLP

Primary Counsel
Please Contact Attorney in **Bold**

By /s/ Alex Govze
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John T. Siegler, Esq.
Alex Govze, Esq. (*Admitted Pro Hac Vice*),
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Attorneys For Plaintiff, Eugene I. Davis, as Litigation
Trustee for the Quebecor World Litigation Trust



FINANCIAL

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Los Angeles
Minneapolis

CHECK REGISTER
TRANSFERS DURING PREFERENCE PERIOD

Defendant: **Barlow Transportation Services, Inc.**
Bankruptcy Case: Quebecor World (USA), et al.
Preference Period: October 23, 2007 - January 21, 2008

Check No.	Check Date	Clear Date	Check Amount	Check Description
1739605	December 20, 2007	December 26, 2007	\$2,000.00	UNITED STATES DOLLAR
1743742	December 27, 2007	January 2, 2008	\$27,700.00	UNITED STATES DOLLAR
1747997	January 4, 2008	January 9, 2008	\$17,450.00	UNITED STATES DOLLAR
1750947	January 9, 2008	January 17, 2008	\$3,200.00	UNITED STATES DOLLAR
Total Check(s): 4		Total Amount:	\$50,350.00	

EXHIBIT B



Insolvency Financial & Collection Legal Services

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Encino, CA 91316

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Minneapolis

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1750947	January 9, 2008	January 17, 2008	\$3,200.00	UNITED STATES DOLLAR
Total Check(s): 4		Total Amount:	\$50,350.00	

COPIES OF THIS CHECK PRINTED IN BLUE AND GREEN. CE CHÉQUE EST IMPRIMÉ EN BLEU ET EN VERT. 439605

CHECK NO. 439605

SUPPLIER NO. 1445341739605

PAY TO ORDER OF **BARLOW TRANSPORTATION SERVICES INC**
PO BOX 174
FAUCETT MO 64448
UNITED STATES

BANK OF AMERICA
Commercial Disbursement Account
Northbrook, IL

CHECK DATE	CHECK AMOUNT
12/20/07	*****2000.00

VOID AFTER 90 DAYS

PER *Marcia Long*
AUTHORIZED SIGNATURE

PER *David Mc Carthy*
AUTHORIZED SIGNATURE
TWO SIGNATURES REQUIRED

⑈ 1739605⑈ ⑆ 071923284⑆ 87658⑆ 02582⑈ ⑆ 0000200000⑆

P0051889930 4
0000000002-222-4
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Northway Valley, Missouri
12242007 >1012-8120-3<
0311756935

The face of this check is printed in blue and green. Do not accept unless both colors are present. Le recto de ce chèque est imprimé en bleu et vert. N'acceptez que si les deux couleurs sont présentes.
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Endorsement/Endossement - Signature or Stamp ou étamp

BACK/ENDOS

2500

For Deposit Only
On The Account of
Barlow Transportation Services, Inc
FAUCETT MO 64448

Tag Issue Date	Note Item Date	Account Number Volume ID	Serial Number	Amount
No	No	8765802582	1739605	2000.00
	12/26/2007	07123100034501		

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CHECK NO.

SUPPLIER NO 1445341743742

PAY TO ORDER OF **BARLOW TRANSPORTATION SERVICES**
INC
PO BOX 174
FAUCETT MO 64448
UNITED STATES

BANK OF AMERICA
 Commercial Disbursement Account
 Northbrook, IL

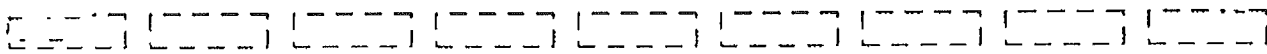
CHECK DATE	CHECK AMOUNT
12/27/07	*****27700.00

VOID AFTER 90 DAYS

PER *Marcia Long*
 AUTHORIZED SIGNATURE

PER *David Mc Carthy*
 AUTHORIZED SIGNATURE
 TWO SIGNATURES REQUIRED

⑈ 1743742⑈ ⑆071923284⑆ 87658⑈02582⑈ ⑆0002770000⑆



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 MIB / 18104455

Nodaway Valley Bank
 12312007 >1812-0186-3<
 Maryville, MO

0312541233

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 N'ACCEPTÉZ PAS CE DOCUMENT SI LE MARQUEMENT DE SÉCURITÉ MANQUE

Endorsement/Endossement - Signature or Stamp ou étampe

BACK/ENDOS

For Deposit Only
 To The Account of
 Barlow Transportation Services, Inc.
 Faucett, MO 64448
 # 022224

Tag Issue Date	Note Item Date	Account Number Volume ID	Serial Number	Amount
No	No	8765802582	1743742	27700.00
	01/02/2008	08020500064101		

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1747997
CHECK NO.

SUPPLIER NO. 1445341747997

CHECK DATE	CHECK AMOUNT
01/04/08	*****17450.00

VOID AFTER 90 DAYS

PAY TO ORDER OF **BARLOW TRANSPORTATION SERVICES
INC
PO BOX 174
FAUCETT MO 64448
UNITED STATES**

PER *Marcia Lemy*
AUTHORIZED SIGNATURE

**BANK OF AMERICA
Commercial Disbursement Account
Northbrook, IL**

PER *David Mc Carthy*
AUTHORIZED SIGNATURE
TWO SIGNATURES REQUIRED

⑈ 1747997⑈ ⑆071923284⑆ 87658⑈02582⑈ ⑈0001745000⑈



⑈000007500 4 Modaway Valley Bank
⑈000000002 222 -4 81000000 21017-0106-3<
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0314215976

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Le recto de ce chèque est imprimé en bleu et en vert. N'acceptez que si ces couleurs sont toutes visibles.

HOLD AT ANGLE TO VIEW SECURITY MARK
DO NOT ACCEPT IF SECURITY MARK IS ABSENT
TENIR EN ANGLE POUR VOIR
SECURITY MARK
N'ACCEPTÉZ PAS CE DOCUMENT
SI SECURITY MARK EST ABSENT

Endorsement/Endossement - Signature or Stamp ou étampe

BACK/ENDOS

For Deposit Only
To The Account of
Barlow Transportation Services, Inc.
Faucett, MO 64448
002224

Tag Issue Date	Note Item Date	Account Number Volume ID	Serial Number	Amount
No	No	8765802582	1747997	17450.00
	01/09/2008	08020500064101		

QUEBECOR WORLD (USA) INC. PRINTED IN BLUE AND GREEN, CE CHEQUE EST IMPRIME EN BLEU ET EN VERT.

1750947

CHECK NO.

SUPPLIER NO. 1445341750947

CHECK DATE	CHECK AMOUNT
01/09/08	*****3200.00

VOID AFTER 90 DAYS

PAY TO ORDER OF **BARLOW TRANSPORTATION SERVICES INC**
PO BOX 174
FAUCETT MO 64448
UNITED STATES

PER *Marcia Gump*
 AUTHORIZED SIGNATURE

PER *David Mc Carthy*
 AUTHORIZED SIGNATURE
 TWO SIGNATURES REQUIRED

BANK OF AMERICA
 Commercial Disbursement Account
 Northbrook, IL

⑈ 1750947⑈ ⑆ 071923284⑆ ⑆ 7658⑈ 02582⑈

⑈0000320000⑈

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 0000000002-222-4
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Northway Valley Bank
 01162808 >1010-0186-3<

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Endorsement/Endossement - Signature or Stamp ou étampage

BACK/ENDOS

For Deposit Only
 To The Account of
 Barlow Transportation Services, Inc
 Faucett, MO 64448
 # 0222224

Tag Issue Date	Note Item Date	Account Number Volume ID	Serial Number	Amount
No	No	8765802582	1750947	3200.00
	01/17/2008	08020500064101		

EXHIBIT C

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Attorneys For Plaintiff, Eugene I. Davis, Litigation Trustee for the Quebecor World Litigation Trust

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

In re

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

Debtors.

Bk. No. 08-10152-JMP
(Jointly Administered)

Chapter 11

Eugene I. Davis, Litigation Trustee for
the Quebecor World Litigation Trust,

Plaintiff,

vs.

Barlow Transportation Services, Inc.,

Defendant.

Adv No. 10-01010-JMP

CERTIFICATION OF SERVICE

I, Jennifer A. Hepola, hereby certify that I am not less than 18 years of age, and further certify that on January 29, 2010, I caused to be served a true and correct copy of the:

1. COMPLAINT AND SUMMONS;
2. PLAINTIFF'S MOTION FOR AN ORDER ESTABLISHING STREAMLINED PROCEDURES GOVERNING ADVERSARY PROCEEDINGS BROUGHT BY EUGENE I. DAVIS, AS LITIGATION TRUSTEE FOR THE QUEBECOR WORLD LITIGATION TRUST, PURSUANT TO SECTIONS 502, 547, 548, 549 AND 550 OF THE BANKRUPTCY CODE AND EXTENDING THE 120-DAY TIME LIMIT FOR SERVICE OF THE SUMMONSES AND COMPLAINTS

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at St. Paul, Minnesota, addressed as follows:

Defendant

James R. Lindsay, RegAgt/Principal
Barlow Transportation Services, Inc.
1305 Grand DD SE
Faucett, MO 64448

By Regular Mail - I caused such envelope with first class postage thereon, fully prepaid to be placed in the United States mail.

Certified Mail (return receipt requested) with first class postage thereon, to be mailed in the United States mail.

I declare that I am an employee in the offices of a member of the State Bar of this Court at whose direction the service was made.

I declare under penalty of perjury under the laws of the State of Minnesota that the foregoing is true and correct.

Executed at St. Paul, Minnesota on January 29, 2010.

/s/ Jennifer A. Hepola
Jennifer Hepola, Declarant
Laurie N. Porten, Declarant
Bethany D. Sibenaller, Declarant
No: QBCBAR009 Stat: - Ans: /*

EXHIBIT D

United States Bankruptcy Court

Southern District of New York

In re:

QUEBECOR WORLD (USA), INC. et al

Bankruptcy No 08-10152(JMP)

Debtor(s)

**EUGENE I. DAVIS, Litigation Trustee for the
Quebecor World Litigation Trust**

Plaintiff

Adversary No. 10-01010 (SHL)

v.

Barlow Transportation Services, Inc.

Defendant

It appears from the records that the following defendant failed to plead or otherwise defend in case as required by law.

ENTRY OF DEFAULT

NAME:

BARLOW TRANSPORTATION SERVICES, INC.

Therefore, default is entered against the defendant as authorized by Bankruptcy Rule 7055.

Vito Genna

Clerk of the Bankruptcy Court

NOVEMBER 10, 2010

Date

By: /s/Caroline Gadson

Deputy Clerk

EXHIBIT E

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Attorneys For Plaintiff, Eugene I. Davis, Litigation Trustee for the Quebecor World Litigation Trust

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

In re

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

Debtors.

Bk. No. 08-10152-JMP

Chapter 11

Eugene I. Davis, Litigation Trustee for the
Quebecor World Litigation Trust,

Plaintiff,

vs.

Barlow Transportation Services, Inc.,

Defendant.

Adv No. 10-01010-SHL

ORDER FOR A DEFAULT JUDGMENT

This action was commenced on or about January 11, 2010 by the filing of a Summons and Complaint. Copies of the Summons and Complaint in the above-referenced adversary proceeding were served on the above-named Defendant, Barlow Transportation Services, Inc., through service by mail, pursuant to Federal Rule of Bankruptcy Procedure 7004, on January 29, 2010. The Certificate of Service was filed with this Court and the Defendant has failed to answer or otherwise defend.

The Clerk's Entry of Default was filed on or about November 10, 2010. Defendant was served with Plaintiff's Application for Default Judgment and has failed to answer, object or otherwise defend.

NOW THEREFORE, upon reading the annexed Application for Default Judgment sworn on December 2, 2010, it is

ORDERED, ADJUDGED AND DECREED: that the Plaintiff Eugene I. Davis, Litigation Trustee for the Quebecor World Litigation Trust, be awarded a nondischargeable default judgment against the Defendant, Barlow Transportation Services, Inc., in the amount of \$50,350.00, plus interest and costs in the sum of \$250.00, which results in a total judgment of \$50,757.40 as of today's date with interest continuing to accrue at the Federal Rate.

DATED: _____, 201__

HONORABLE SEAN LANE
UNITED STATES BANKRUPTCY JUDGE