

STEVEN M. GARBER (California SBN 156153)  
STEVEN M. GARBER & ASSOCIATES  
A PROFESSIONAL CORPORATION  
1901 AVENUE OF THE STARS, SUITE 1100  
LOS ANGELES, CALIFORNIA 90067  
Phone: (323) 777-8000  
steve@smgarberlaw.com

Attorneys for Creditor Bind-Rite Services, Inc.

**UNITED STATES BANKRUPTCY COURT**

**SOUTHERN DISTRICT OF NEW YORK**

In Re: ) Bk. Case No. 08-10152-JMP  
) (Jointly Administered)  
QUEBECOR WORLD (U.S.A.), INC., et al., )  
) Chapter 11  
Debtors. )  
) Honorable James M. Peck  
)  
)  
) Date: September 25, 2012  
) Time: 10:00 a.m.  
) Dept.: Courtroom 601  
)  
)  
\_\_\_\_\_)

**DECLARATION OF ELLIOT WARD IN SUPPORT OF OBJECTION OF CREDITOR  
BIND-RITE SERVICES, INC. TO REORGANIZED DEBTORS' SIXTEENTH  
OMNIBUS CONVENIENCE CLAIMS MOTION (SEEKING TO ALLOW CERTAIN  
ELECTED CONVENIENCE CLASS CLAIMS)**

STATE OF NEW JERSEY )

COUNTY OF BERGEN )

I, Elliot Ward, declare as follows:

1. I am the President of BIND-RITE SERVICES, INC. ("Bind-Rite"). I make this  
declaration upon personal knowledge, based on the books and records of Bind-Rite in my

possession, custody, and/or control. If required, I can and will competently testify to the facts set forth herein.

2. I submit this Declaration in support of Bind-Rite's Objection to Reorganized Debtors' Sixteenth Omnibus Convenience Claims Motion (Seeking to Allow Certain Elected Convenience Class Claims) to treat Bind-Rite's \$137,878.49 unsecured non-priority Proof of Claim as an allowed \$2,500.00 Convenience Claim.

3. Bind-Rite, a full service bindery and printing facility, has had a long-term business relationship with the Debtors that continues to the present. Bind-Rite provides labor and materials consisting of printing and binding services to the Debtors in exchange for monetary compensation in the ordinary course of each parties' business operations.

4. On September 16, 2008, Bind-Rite timely filed its Proof of Claim asserting an unsecured non-priority claim in the amount of \$137,878.49 (A true and correct copy of the Proof of Claim is attached as Exhibit "A"). Bind-Rite's Claim is for pre-petition services sold to the Debtors. As a result, Bind-Rite was classified as a creditor with a Class 4 General Unsecured Claim.

5. Bind-Rite obtained a copy of the Debtors' Third Amended Disclosure Statement. According to the Debtors' projections, Class 4 creditors are estimated to receive between 14% and 20% of their allowed claims (Third Amended Disclosure Statement, p. 7). Based on the Debtors' projections, Bind-Rite believed that it would receive a distribution between \$19,303.00 and \$27,576.00.

6. On or about May 2009, Bind-Rite received a Class 4 voting package to vote on Debtors' Joint Plan of Reorganization ("Ballot") (A true and correct copy of the Ballot for Accepting or Rejecting Joint Plan of Reorganization of Debtors and Debtors in Possession is attached as Exhibit "B"). The Ballot lists Bind-Rite as holding a claim in the amount of \$137,878.49.

7. Kathy Waters, the bookkeeper for Bind-Rite, filled out all of the printed information on the Ballot. Although Ms. Waters did fill out the printed information concerning Bind-Rite's name, address, phone number and Taxpayer Identification number, she did not check any of the boxes.

8. Bind-Rite, relying on the Debtors' projections contained in the Third Amended Disclosure Statement concerning estimated distributions to Class 4 creditors, and believing that it could recover a significant portion of its pre-petition claim, intended to accept the Joint Plan of Reorganization. At no time did Bind-Rite intend to accept a reduction of its claim nor to be treated as a Class 5 creditor.

9. I did not check any of the boxes nor do I recall who, if anyone, on behalf of Bind-Rite, checked any of the boxes. I executed the Ballot believing that Bind-Rite had in fact solely voted to accept the Joint Plan of Reorganization and that sometime after confirmation, Bind-Rite would receive the estimated distribution of between \$19,303.00 and \$27,576.00. I did not and would never have, on behalf of Bind-Rite, elected to accept the Convenience Class Option nor would agree to reduce Bind-Rite's \$137,878.49 claim to the allowed amount of \$2500.00.

10. I have graduated from high school. However, I do not have any formal training in business or law. I am inexperienced in bankruptcy matters and am unfamiliar with bankruptcy law and proceedings. Prior to receipt of the Ballot, I did not have any experience with regard to the format or language used in the Ballot.

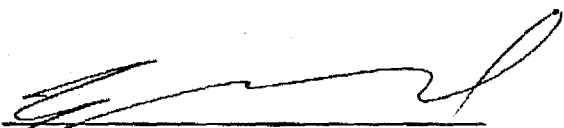
11. Bind-Rite did not employ nor consult with bankruptcy counsel before receiving, voting and/or submitting the Ballot. Bankruptcy counsel was not retained until on or about March 2010, after Bind-Rite was sued by the Debtors' Bankruptcy Estate to Avoid and Recover Transfers Pursuant to 11 *U.S.C.* §§547, 548, 549 and 502 and Recover Property Transferred Pursuant to 11

U.S.C. §550 in the matter entitled *EUGENE I. DAVIS, LITIGATION TRUSTEE FOR THE QUEBECOR WORLD LITIGATION TRUST v. BIND-RITE SERVICES, INC.*, Adv. Case No. 10-01130-JMP. Bind-Rite agreed to settle that adversarial proceeding in anticipation that it would eventually receive a distribution of between \$19,303.00 and \$27,576.00 in the main bankruptcy proceeding.

12. Until I received the Debtors' Notice of the Reorganized Debtors' Sixteenth Omnibus Convenience Claims Motion (Seeking to Allow Certain Elected Convenience Class Claims), I was unaware that the Ballot submitted to counsel for the Debtors indicated that Bind-Rite had elected to accept the Plan and had erroneously elected to reduce its aggregate claim to \$2,500.00. This is not what Bind-Rite intended. The box accepting the Convenience Class Option was erroneously checked.

13. Bind-Rite's claim of \$137,878.49 far exceeds the \$2500.00 to be allowed as a Convenience Class Claim. Accordingly, there is absolutely no business justification for such an election nor was it in Bind-Rite's best business interest to elect Convenience Class treatment. I did not, and would not, have intentionally agreed to this election. The only explanation is clerical error. Bind-Rite should not be punished by this simple oversight caused by the checking of the wrong box on the Ballot.

I declare under penalty of perjury that the foregoing is true and correct. Executed on September 13, 2012.

By:   
Elliot Ward, President, Bind-Rite Services, Inc.