

**The Biegler Law Firm**

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Attorneys for Team Power Forklifts Inc.

**UNITED STATES BANKRUPTCY COURT**

**SOUTHERN DISTRICT OF NEW YORK**

In re )  
Quebecor World (USA), et al., )  
Debtors. )

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

Chapter 11

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

DECLARATION OF ROBERT P.  
BIEGLER IN OPPOSITION TO  
MOTION FOR  
SUMMARY JUDGMENT

vs. )  
Clarklift-West, Inc. dba Clarklift Team Power, )  
Defendant, )

Adv. No. 10-01568-shl

I, Robert P. Biegler, declare that:

1. I am an attorney, licensed to practice before the Federal and State Courts of the State of California. I have been admitted Pro Hac Vice in this matter.

2. I am the attorney of record for Defendant in this matter.

3. I have personal knowledge of the facts contained herein.

4. In my role as counsel for defendant, I have been active in its wind up. I am personally familiar with Defendant's past business practices and dealings in general and regarding this matter in particular. Defendant is no longer doing business in the forklift/heavy

1 equipment sales/service business. Defendant sold the assets of the corporation, retaining  
2 its liabilities and certain claims. This litigation is one of the final liabilities retained by the  
3 corporation.

4 5. Plaintiff's exhibits, particularly C, D and E establish/confirm the facts enumerated herein.  
5 All of the transactions, during the preference period were within the ordinary course of business  
6 between the parties. Payments were made by debtor, responsive to Defendant's invoices, to  
7 Defendant by check from debtor's checking account throughout this business relationship.

8 6. Exhibit 1 to this Declaration is a true and correct copy of the letter sent from debtor  
9 Quebecor to defendant Clarklift on or about January 21, 2008, requesting a continuation of the  
10 ordinary course of business post filing which had occurred/taken place prior to and during the  
11 preference period.

12 7. The parties business dealings during the preference period was consistent with their pre  
13 preference period conduct. (Plaintiff's Exhibits C, D and E).

14 8. While the payments' amounts varied, both within and prior to the preference period, said  
15 payments' amounts did not vary between the preference period and prior conduct to make them  
16 outside the ordinary course of business. (Plaintiff's Exhibits C, D and E).

17 9. The circumstances of payment between the parties remained the same both prior to and  
18 during the preference period. (Plaintiff's Exhibits C, D and E).

19 10. There was absolutely no "unusual debt collection practices" by defendant at any time  
20 during this business relationship, whether within the preference period or prior to it.

21 11. The means of payment remained exactly the same during the preference period as they  
22 were before it. (Plaintiff's Exhibits C, D and E).

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I declare under penalty of perjury that the foregoing is true and if called to testify, I could competently do so.

Date: November 21, 2013

/s/ Robert P. Biegler  
Robert P. Biegler