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

-----X	
In re	: Chapter 11
Chrysler LLC, <i>et al.</i> ,	: Case No. 09-50002 (AJG)
Debtors.	: (Jointly Administered)
-----X	

**MOTION OF DEBTORS AND DEBTORS IN POSSESSION, PURSUANT TO
BANKRUPTCY RULE 2002, 28 U.S.C. § 156(c) AND LOCAL BANKRUPTCY
RULE 5075-1, FOR AN ORDER APPOINTING EPIQ BANKRUPTCY
SOLUTIONS, LLC AS CLAIMS AND NOTICING AGENT**

TO THE HONORABLE
UNITED STATES BANKRUPTCY JUDGE:

Chrysler LLC ("Chrysler") and 24 of its domestic direct and indirect subsidiaries, as debtors and debtors in possession (collectively with Chrysler, the "Debtors"), respectfully represent as follows:

Background

1. On the date hereof (the "Petition Date"), the Debtors commenced their reorganization cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). By a motion filed on the Petition Date, the Debtors have requested that their chapter 11 cases be consolidated for procedural purposes only and administered jointly.

2. The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. The Debtors and their nondebtor direct and indirect subsidiaries (collectively, the "Chrysler Companies") comprise one of the world's largest manufacturers and distributors of automobiles and other vehicles, together with related parts and accessories. On the Petition Date, the Chrysler Companies employed approximately 55,000 hourly and salaried employees worldwide, 70% of whom were based in the United States. In addition, as of the Petition Date, the Debtors made payments for health care and related benefits to more than 105,000 retirees.

4. Chrysler's ultimate parent company, Chrysler Holding LLC ("Chrysler Parent"), also owns a financing company, nondebtor Chrysler Financial Services Americas LLC ("Chrysler Financial"), that operates under a governance structure separate from Chrysler, with

its own board and management. Historically, Chrysler Financial has provided financing to both Chrysler's dealers and consumers.

5. For the twelve months ended December 31, 2008, the Chrysler Companies recorded revenue of more than \$48.4 billion and had assets of approximately \$39.3 billion and liabilities totaling \$55.2 billion.

6. A more detailed explanation of Chrysler's businesses and operations, and the events leading to the commencement of these cases, can be found in the Affidavit of Ronald E. Kolka, which was filed contemporaneously herewith and is incorporated herein by reference.

Overview of These Cases

7. The significance of this chapter 11 filing to Chrysler and to the United States economy is difficult to overstate. In connection with the filing, Chrysler is seeking approval from this Court to consummate the only sale transaction that preserves some portion of its business as a going concern and averts a liquidation of historic proportions. If the proposed transaction, designed to effect an alliance with Italian automobile manufacturer Fiat S.p.A. ("Fiat"), is rejected and Chrysler liquidates, it will mean the end of an iconic, 83-year-old American car company whose name has been synonymous with innovative engineering, from the Slant-Six and HEMI engines, to power windows, power brakes and power steering, to the minivan. A liquidation would also have impacts on the nation's economy and Chrysler's stakeholders that are grim:

- 38,500 hourly and salaried Chrysler workers in the U.S. will lose their jobs;
- Chrysler's workers and retirees and their surviving spouses will lose over \$9.8 billion of health care and other benefits and \$2 billion in annual pension payments;

- All 23 of Chrysler's manufacturing plants and facilities and 15 parts depots in the United States will shut down (as well as 18 additional plants and parts depots worldwide);
- Approximately 3,200 Chrysler dealers will be put out of business and the over 140,000 employees of those dealerships will lose their jobs;
- Over \$5.7 billion in outstanding auto parts and service supplier invoices will not be paid to Chrysler's suppliers and new business will be cancelled, forcing hundreds of suppliers out of business and the loss of hundreds of thousands of additional jobs;
- Over 31 million Chrysler, Jeep and Dodge owners would lose significant value in their cars and trucks, particularly due to questions about the ongoing availability of warranties and replacement parts and services;
- Local, state and federal governments will lose tens of billions of dollars in tax revenues, according to a research memorandum published by the Center for Automotive Research in November 2008;¹
- Over \$100 billion in annual sales will disappear from local economies; and
- Chrysler's first lien secured creditors will receive net present value recoveries of less than 38 cents on the dollar and possibly as little as 9 cents; the U.S. government, another secured creditor, will receive less than that; and Chrysler's unsecured creditors will receive nothing.

8. The economic and market conditions that led to the commencement of Chrysler's chapter 11 cases and the need for the proposed sale transaction are well known, but sobering nonetheless. The automotive market meltdown, the worst in at least 26 years,² disrupted Chrysler's substantial progress in implementing a long-term plan to reduce costs and transform its businesses for the next generation of cars. With sales plummeting and credit markets frozen, Chrysler undertook an intense effort to address the challenges it faced. After months of hard work and dedication by Chrysler's management, employees and advisors,

¹ Daniel Cole, *et al.*, Center for Automotive Research Memorandum, *The Impact on the U.S. Economy of a Major Contraction of the Detroit Three Automakers*, at <http://www.cargroup.org> (Nov 4, 2008).

² Chris Isidore, *Auto Sales Are Worst in 26 Years. January Sales Tumble More Than Expected at GM, Ford and Toyota as Rental Car Companies Slash Purchases*, CNNMoney.com, Feb. 3, 2009 (4:22 p.m., ET).

working with all key stakeholders and with the support of the U.S. government, the Debtors have commenced these cases to implement a prompt sale to preserve the going concern value of their businesses and return these businesses to viability under new ownership.

9. The proposed sale transaction would create the sixth-largest global automaker by volume unit, increasing competitiveness with other Original Equipment Manufacturers ("OEMs") and creating billions of dollars in synergies. This transaction is the result of thousands of hours of negotiations among multiple parties. The transaction is being financially backed by the United States Department of the Treasury (the "U.S. Treasury") and Export Development Canada, an affiliate of the Canadian government, which together will provide the new alliance with approximately \$6 billion of taxpayer money to start up and maintain operations. In addition to this unprecedented government support, virtually all of the major constituencies that would be affected by a Chrysler liquidation have recognized how devastating it would be and have made important concessions in support of the proposed alliance:

- The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "UAW") has agreed to wage and benefit reductions in the context of a sale to the new company, which would receive the benefit of a new collective bargaining agreement eliminating certain severance benefits, and would be a party to an agreement with the UAW containing restructured retiree health care benefits;
- Chrysler's dealers have agreed to reduce their dealer and service contract margins;
- Chrysler's already financially troubled suppliers have agreed to a further 3% price reduction and other measures that will save millions of dollars;
- Chrysler's largest secured creditors, JPMorgan Chase, Goldman Sachs, Morgan Stanley and Citigroup, have agreed to the transaction that would substantially compromise their first lien debt, comprising 70% of the \$6.9 billion total outstanding, for an estimated recovery of approximately 28 cents on the dollar; and

- Chrysler Parent's minority shareholder, Daimler AG ("Daimler"), has agreed as part of a settlement with Chrysler to (a) forgive \$1.5 billion of second lien debt, at the same time that \$500 million of second lien debt is forgiven by majority shareholder Cerberus Capital Management L.P. ("Cerberus"); and (b) assist in funding Chrysler's pension plans.

Representatives of these constituencies have devoted the past six months to reaching these agreements.

10. As the culmination of these efforts, Chrysler, Fiat and New Chrysler (as defined below) have reached an agreement in principle and are expected to enter into a Master Transaction Agreement (collectively with other ancillary and supporting documents, the "Purchase Agreement") in short order. Pursuant to the Purchase Agreement, among other things: (a) Chrysler will transfer the majority of its operating assets to New CarCo Acquisition LLC ("New Chrysler"), a newly established Delaware limited liability company that currently is an indirect wholly-owned subsidiary of Fiat; and (b) in exchange for those assets, New Chrysler will assume certain liabilities of Chrysler and pay to Chrysler \$2 billion in cash (collectively with the other transactions contemplated by the Purchase Agreement, the "Fiat Transaction").

11. With the support of the U.S. government, Fiat, the UAW, dealers, suppliers and other stakeholders, the Debtors commenced these cases to implement an expeditious sale process to implement the Fiat Transaction, or a similar transaction with a competing bidder, designed to maximize the value of the Debtors' operations and businesses for the benefit of their stakeholders. Pending the proposed sale, the Debtors will idle most operations as they conserve their resources, while at the same time ensuring that (a) the facilities are prepared to resume normal production schedules quickly upon the completion of a sale and (b) consumers are not impacted by the filing.

12. Time is of the essence. Given the continuing stress on all aspects of the automotive industry and the idling of the Debtors' manufacturing facilities, key relationships

with suppliers, dealers and other business partners simply cannot be preserved if the sale process is not concluded quickly. Absent a prompt sale, approved and consummated in the coming weeks, the value of the Debtors' assets will rapidly decline and the ability to achieve a going concern sale will be irretrievably lost. By contrast, the proposed sale transaction, if it can be promptly consummated, will maximize the value available for stakeholders, will save hundreds of thousands of jobs and will strengthen the U.S. automotive sector and the economy generally.

Jurisdiction

13. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

14. Pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), 28 U.S.C. § 156(c) and Rule 5075-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Bankruptcy Rules"), the Debtors hereby seek the entry of an order (a) appointing Epiq Bankruptcy Solutions, LLC ("Epiq") to perform certain claims, noticing and other administrative functions in these chapter 11 cases; and (b) authorizing the Debtors to compensate Epiq for its services and reimburse Epiq for any related expenses in accordance with applicable provisions of the Standard Services Agreement between Epiq and the Debtors dated as of November 21, 2008 (the "Services Agreement"), a copy of which is incorporated herein by reference and attached hereto as Exhibit A.

Facts Relevant to This Motion

The Need for a Claims Agent

15. These cases will involve millions of potential creditors and other parties in interest and likely will impose heavy administrative and other burdens upon the Court and the Office of the Clerk of the Court (the "Clerk's Office"). To relieve the Court and the Clerk's Office of these burdens, the Debtors propose to appoint Epiq as claims and noticing agent ("Claims Agent") in these chapter 11 cases.

Qualifications of Epiq as Claims Agent

16. Epiq is a claims management and data processing firm that specializes in, among other things, chapter 11 administration, including noticing, claims processing, solicitation, ballot tabulation, document management and other administrative tasks in chapter 11 cases. The Debtors believe that Epiq's assistance in these cases will expedite the service of notices and pleadings; streamline the claims administration, vote solicitation and tabulation processes; and otherwise reduce the burdens placed on the Debtors and promote the efficient administration of these cases.

17. The Debtors believe that Epiq is well qualified to provide these services. Epiq has provided identical or substantially similar services in other large bankruptcy cases in this and other jurisdictions, including the chapter 11 cases of In re Lehman Bros. Holdings Inc., No. 08-13555 (JMP) (Bankr. S.D.N.Y. Sept. 16, 2008); In re WCI Communities, Inc., No. 08-11643 (KJC) (Bankr. D. Del. Aug. 4, 2008); In re Steve & Berry's Manhattan LLC, No. 08-12579 (ALG) (Bankr. S.D.N.Y. Jul. 29, 2008); In re Frontier Airlines Holdings, Inc., No. 08-11298 (RDD) (Bankr. S.D.N.Y. May 2, 2008); In re Buffets Holdings, Inc., No. 08-10141 (MFW) (Bankr. D. Del. Jan. 23, 2008); In re American Home Mortgage Holdings, Inc., No. 07-11047 (CSS) (Bankr. D. Del. Aug. 6, 2007); In re Delta Air Lines, Inc., No. 05-17923 (PCB)

(Bankr. S.D.N.Y. Sept. 16, 2005); In re Northwest Airlines Corp., No. 05-17930 (ALG) (Bankr. S.D.N.Y. Sept. 15, 2005); In re WorldCom, Inc., No. 02-13533 (AJG) (Bankr. S.D.N.Y. July 22, 2002); In re Enron Corp., No. 01-16034 (AJG) (Bankr. S.D.N.Y. Dec. 3, 2001).

The Debtors' Agreement with Epiq

18. Pursuant to the Services Agreement, Epiq may perform various noticing, claims and document management services and provide assistance with such functions as plan solicitation, balloting and disbursement (collectively, the "Services"), if necessary, at the request of the Debtors or the Clerk's Office. In performing the Services, Epiq may perform some or all of the following services if requested by the Debtors:

- (a) maintain an up-to-date mailing list for all entities that have filed proofs of claim and/or requests for notices in these chapter 11 cases, which list shall be available upon request by a party or by the Clerk's Office;
- (b) establish and maintain a public website to provide creditors and the general public with access to case information and documents relating to the Debtors' chapter 11 cases;
- (c) maintain a call center for the Debtors;
- (d) prepare and serve required notices in these chapter 11 cases, including:
 - (i) a notice of the commencement of these chapter 11 cases and the initial meeting of creditors pursuant to section 341(a) of the Bankruptcy Code;
 - (ii) notices related to the proposed Fiat Transaction;
 - (iii) a notice of the claims bar date;
 - (iv) notices of objections to claims;
 - (v) notices of hearings on any disclosure statement and confirmation of any plan of reorganization; and
 - (vi) such other miscellaneous notices as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases.
- (e) assist with the publication of required notices, as necessary;

- (f) assist with the preparation and maintenance of the Debtors' schedules of assets and liabilities, statements of financial affairs, schedules of executory contracts and unexpired leases and other master lists and databases of creditors, contracts, assets and liabilities;
- (g) receive, record and maintain copies of all proofs of claim and proofs of interest filed in these chapter 11 cases;
- (h) maintain official claims registers in these cases by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each claim or interest asserted:
 - (i) the name and address of the claimant or interest holder and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - (ii) the date the proof of claim or proof of interest was received by Epiq and/or the Court;
 - (iii) the claim number assigned to the proof of claim or proof of interest; and
 - (iv) the asserted amount and classification of the claim;
- (i) implement necessary security measures to ensure the completeness and integrity of the claims received;
- (j) receive and record all transfers of claims pursuant to, and provide any noticing as provided by, Bankruptcy Rule 3001(e);
- (k) promptly comply with such further conditions and requirements as the Clerk's Office or the Court may prescribe;
- (l) assist the Debtors and their counsel with the administrative management, reconciliation and resolution of claims;
- (m) assist with the production of reports, exhibits and schedules of information for use by the Debtors and their counsel or to be delivered to the Court, the Clerk's Office, the United States Trustee for the Southern District of New York (the "U.S. Trustee") or third parties;
- (n) provide other technical and document management services requested by the Debtors or the Clerk's Office;
- (o) assist with the production, mailing, processing and tabulation of ballots for purposes of plan voting, and reporting to the Court regarding tabulation of results;

- (p) assist with distributions;
- (q) assist the Debtors in gathering information to analyze avoidance actions pursuant to chapter 5 of the Bankruptcy Code;
- (r) file with the Court the final version of the claims register immediately before the closing of these cases; and
- (s) at the close of these cases, box and transport all original documents in proper format, as provided by the Clerk's Office, to the Federal Archives.

19. The Debtors believe that the compensation to be paid to Epiq pursuant to the Services Agreement is fair and reasonable, and is competitive and comparable to or below the rates charged by its competitors for similar services. Moreover, the amounts paid to Epiq in connection with this appointment will not exceed the amounts set forth in the Services Agreement, except to the extent such amounts are subject to ordinary increases in accordance with Epiq's established billing practices and procedures. The Debtors have furnished Epiq with a retainer in the amount of \$25,000 to be applied upon termination of the Services Agreement against Epiq's final invoice. Any unused portion of the retainer amount will be returned to the Debtors.

20. The Services Agreement is terminable by the Debtors upon ten days' written notice and by Epiq upon 90 days' written notice.

21. Upon the completion of Epiq's duties and responsibilities at the closing of these cases, Epiq shall take the appropriate action to obtain an order from this Court terminating its duties and responsibilities in these cases.

Argument

22. Bankruptcy Rule 2002 describes certain notices that must be provided to creditors and other parties in interest in bankruptcy cases. Under Bankruptcy Rules 2002(a) and 2002(f), the Court may direct that some person other than the Clerk of the Court provide

notice of the various matters described therein.³ In addition, 28 U.S.C. § 156(c) expressly authorizes the use of non-court services for noticing:

Any court may utilize . . . services, either on or off the court's premises, which pertain to the provision of notices . . . to parties in cases filed under the provisions of title 11 The utilization of such . . . services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

23. As set forth in the official comment thereto, Local Bankruptcy Rule 5075-1(a) expressly complements 28 U.S.C. § 156(c), providing that "[t]he Court may direct, subject to the supervision of the Clerk, the use of agents either on or off the Court's premises . . . to issue notices . . . and to maintain and disseminate other administrative information where the costs of such facilities or services are paid for by the estate."

24. Because of the size of the Debtors' chapter 11 cases, the very significant number of creditors and parties in interest and Epiq's experience, the Debtors believe that the appointment of Epiq as Claims Agent is appropriate and in the best interests of the Debtors' estates and parties in interest.

Epiq is Not a "Professional"

25. The Debtors do not believe that Epiq, as an administrative agent, is a "professional" whose retention is subject to approval under section 327 of the Bankruptcy Code or whose compensation is subject to approval of the Court under sections 330 and 331 of the Bankruptcy Code. Nevertheless, Epiq has completed a disinterestedness review consistent with section 327(a) of the Bankruptcy Code.

³ Bankruptcy Rule 2002(a) provides that "the clerk, or some other person as the court may direct, shall give . . . at least 20 days' notice by mail of: (1) the meeting of creditors under § 341 or § 1104(b) of the Code. . . ." Bankruptcy Rule 2002(f) provides that "the clerk, or some other person as the court may direct, shall give . . . notice by mail of: (1) the order for relief. . . ."

26. To the best of the Debtors' knowledge, and in reliance on the Affidavit of Daniel C. McElhinney, an Executive Director of Epiq, attached hereto as Exhibit B and incorporated herein by reference (the "McElhinney Affidavit"), Epiq: (a) is a disinterested person, as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; (b) neither holds nor represents any interest adverse to the Debtors and their estates; and (c) except as disclosed in the McElhinney Affidavit, Epiq has no connections to the Debtors or to their significant creditors or certain other potential parties-in-interest in these cases.

27. Epiq has represented to the Debtors that it will not provide services to any entities or individuals in these chapter 11 cases other than the Debtors or in connection with any matters that would be adverse to the interests of the Debtors.

28. Epiq has informed the Debtors that it will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise, and if any new relevant facts or relationships are discovered, Epiq will supplement its disclosure to the Court.

29. The Debtors satisfied the Court's Protocol for the Employment of Claims Agents, dated May 8, 2006, as amended, in retaining Epiq as the official Claims Agent. The Debtors obtained and reviewed engagement proposals from three separate court-approved claims agents, including Epiq, to ensure selection through a competitive process. The Debtors represent that, of all engagement proposals obtained and reviewed, Epiq's engagement proposal provided for the most cost-effective and efficient service as Claims Agent for these chapter 11 cases.

30. As set forth in the McElhinney Affidavit, (a) there are no amounts owed by the Debtors to Epiq as of the Petition Date and (b) Epiq has no agreement with any other

entity to share with such entity (other than its affiliates, employees and vendors) any compensation received by Epiq in connection with these chapter 11 cases.

Notice

31. No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Motion has been given to: (a) the U.S. Trustee; (b) the creditors holding the 50 largest unsecured claims against the Debtors' estates, as identified in the Debtors' chapter 11 petitions; (c) counsel to the administrative agent for the Debtors' prepetition senior secured lenders; (d) counsel to Cerberus; (e) counsel to Daimler; (f) counsel to the UAW; and (g) counsel to the U.S. Treasury. The Debtors submit that no other or further notice need be provided.

No Prior Request

32. No prior request for the relief sought in this Motion has been made to this or any other Court.

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WHEREFORE, the Debtors respectfully request that this Court: (i) enter an order substantially in the form attached hereto as Exhibit C, granting the relief sought herein; and (ii) grant such other and further relief to the Debtors as the Court may deem proper.

Dated: April 30, 2009
New York, New York

Respectfully submitted,

/s/ Corinne Ball

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PROPOSED ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

EXHIBIT A



EPIQ BANKRUPTCY SOLUTIONS, LLC

STANDARD SERVICES AGREEMENT

Between Epiq Bankruptcy Solutions, LLC (formerly known as Bankruptcy Services LLC), a New York limited liability company ("Epiq") and Chrysler LLC (the "Customer"), dated as of November 21, 2008 (the "Effective Date").

In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this Agreement and in the schedule attached hereto (the "Agreement"), Epiq agrees to furnish Customer with computerized bankruptcy support services and bankruptcy administrative services (collectively, the "Services") according to the pricing schedule annexed hereto (the "Schedule"). This Schedule sets forth individual unit pricing for services provided by Epiq. The price listed for each service represents a bona fide proposal for that service and the Customer may accept separate Service components or may accept the Services listed in their entirety. Services will be provided when requested by the Customer. Services are mutually exclusive and are deemed delivered and accepted when provided by Epiq.

2. Term and Termination.

2.1 Term. This Agreement shall become effective on the Effective Date and shall remain in effect until terminated in accordance with this Section 2, or until the completion of the Services contemplated by this Agreement.

2.2 Termination. Customer may terminate this Agreement at any time without cause effective ten (10) days after Epiq's receipt of written notice from Customer. Epiq may terminate this Agreement at any time without cause effective ninety (90) days after Customer's receipt of written notice from Epiq. Except with respect to potential obligations under Section 7 hereof, Customer's sole and exclusive obligation to Epiq upon either party's termination under this Section shall be the payment of unpaid charges due and payable for Services properly performed up to the effective date of termination. In no event will Customer be liable to Epiq for any future or anticipated fees or profits on account of a termination under this Section. The parties acknowledge that the first \$100 paid under this Agreement is adequate and specific consideration for the rights under this Section.

3. Charges.

3.1 For Services and materials furnished by Epiq under this Agreement, Customer shall pay the charges set forth in the schedule annexed hereto attached hereto and made a part of this Agreement. Epiq will bill Customer monthly. All invoices shall be due and payable upon receipt. In the case of a dispute between Customer and Epiq over charges that have been billed to the Customer, Customer may withhold amounts equal to the disputed amount until the parties settle the dispute. Epiq shall continue to perform all of its obligations under this Agreement pending the resolution of such dispute; provided, however, this provision shall not amend or supersede Epiq's rights as set forth in Section 2.2 hereof.

3.2 Epiq reserves the right to reasonably increase its prices, charges and rates annually on January 2nd of each year ^{beginning in 2010.} However, if such increases exceed 10%, Epiq will be required to give sixty (60) days prior written notice to Customer.

John



3.3 Customer agrees to pay Epiq for all materials necessary for Epiq's performance under this Agreement, other than computer hardware and software, and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, postage and related items.

3.4 In addition to all charges for services and materials hereunder, Customer shall pay to Epiq all taxes, however designated, levied or based that are applicable to this Agreement or are measured directly by payments made under this Agreement and are required to be collected by Epiq or paid by Epiq to taxing authorities. This provision, includes but is not limited to, sales, use and excise taxes, but does not include personal property taxes or taxes based on net income.

3.5 In addition to all other charges for services and materials hereunder, Customer shall pay to Epiq any actual charges related to, arising out of or as a result of any Customer error or omission, as mutually agreed by Epiq and Customer. Such charges shall include but not be limited to re-runs and any additional clerical work billed at the Epiq then prevailing standard rates, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the schedule annexed hereto. Epiq shall immediately correct any of its errors or omissions identified or discovered in the performance of its Services without additional cost to the Customer.

3.6 Where the Customer requires measures that are unusual and beyond normal business practice of Epiq such as but not limited to CPA audit, errors and omissions insurance, or off premises storage of data, the cost of such measures, if provided by Epiq, shall be charged to the Customer at a competitive rate as mutually agreed by Epiq and the Customer.

3.7 In the event of termination due to Customer's default, Customer shall be liable for all amounts then owing.

3.8 Customer shall pay Epiq a retainer in the amount of \$25,000 to be applied upon termination of this Agreement against Epiq's final invoice for the services provided herein. Epiq shall return to Customer any unused portion of this retainer after it is applied to Epiq's final invoice.

4. Confidentiality.

Customer and Epiq have entered into a non-disclosure agreement (the "NDA"), a copy of which is attached hereto as Exhibit A. The terms and conditions of the NDA are incorporated herein by this reference.

5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by the Customer ("Property"). Charges paid by Customer do not vest in Customer any rights to the Property, it being expressly understood that the Property is made available to Customer under this Agreement solely for Customer's use during and in connection with each use of the Epiq equipment and services. Customer agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

Upon termination of this Agreement, Epiq shall dispose of all data, programs, storage media or other materials furnished by Customer to Epiq that constitute confidential information (as such term is defined in the NDA, "Confidential Information") in accordance with the NDA. All other data, programs, storage media or other materials furnished by the Customer to Epiq in connection with this Agreement may be retained by Epiq until the services provided herein are paid for, or until this Agreement is terminated with the services provided herein having been paid for in full. Customer shall remain liable for all charges imposed under this Agreement as a result of data or physical media maintained by Epiq at the direction of Customer. Epiq shall dispose of the data and media in the manner requested by Customer. Customer agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of the data or media. After giving Customer thirty (30) days advance notice, Epiq reserves the right to dispose of data or media maintained by Epiq for Customer if Customer has not utilized the services provided herein for a period of at least



ninety (90) days or if Customer has not paid all charges due to Epiq. Unless otherwise required by applicable law or court order to maintain such data or media.

7. Limitations of Liability, Warranty and Indemnity.

7.1 Customer is responsible for the accuracy of the programs and data it submits for processing to Epiq and for the output. Customer agrees to initiate and maintain backup files that would allow Customer to regenerate or duplicate all programs and data submitted by Customer to Epiq.

7.2 Warranty

7.2.1 Standard of Performance. Epiq represents and warrants that it shall perform all Services (a) in a diligent, efficient and trustworthy manner, and (b) for the purposes of advancing Customer's business and (c) consistent with the highest professional standards in the field.

7.2.2 Compliance with Laws. Epiq represents and warrants that it will, in the performance of this Agreement, comply with all applicable federal, state and local laws, rules, regulations, orders and ordinances.

7.3 Except with respect to breaches under Section 4 (Confidentiality), Customer shall indemnify and hold Epiq, its officers, employees and agents harmless against any losses, claims, damages, judgments, liabilities and expense (including reasonable counsel fees and expenses) resulting from action taken by Epiq in good faith with due care and without negligence in reliance upon instructions or orders received from Customer as to anything arising in connection with its performance under this Agreement. Except with respect to breaches under Section 4 (Confidentiality) above, Epiq shall be without liability to Customer with respect to any performance or non-performance, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct. Except with respect to breaches under Section 4 (Confidentiality) above, in no event shall liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement exceed the total amount billed or billable to Customer for the portion of the particular work which gave rise to the loss or damage. Except with respect to breaches under Section 4 (Confidentiality) above, in no event shall Epiq be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

either party
JLB
BOM

8. Confidential On-Line Workspace

Upon request of the Customer, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to the Customer pursuant to this Agreement; and (b) with the consent of the Customer and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

9. General

9.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.

9.2 This Agreement may not be assigned by Customer without the express written consent of Epiq, which consent shall not be unreasonably withheld. This Agreement may not be assigned by Epiq without the express written consent of Customer. The services provided under this Agreement are for the sole benefit and use of Customer, and shall not be made available to any other persons.

9.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law.



9.4 Except as otherwise set forth in Section 4 of this Agreement, the parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

10.5 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Bankruptcy Solutions, LLC
757 Third Avenue, Third Floor
New York, New York 10017
Attn: Ron Jacobs

If to Customer:

Chrysler LLC
1000 Chrysler Drive
Ann Arbor, MI 48106
Attn: General Counsel

With a copy to:

Veerle Roovers, Esq.
Jones Day
222 East 41st Street
New York, New York 10017-6702

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

EPIQ BANKRUPTCY SOLUTIONS, LLC

Name: Daniel C. McElhinney
Title: Executive Director

CHRYSLER LLC

By:

Name: Thomas E. Gunton

Title: Assistant General Counsel & Assistant Secretary



Pricing

Case Management Services:

<u>Title</u>	<u>Rate Range</u>	<u>Average Rate</u>
Clerk	\$36 - \$54 per hour	\$ 45.00
Case Manager (Level 1)	\$112 - \$157 per hour	\$128.25
IT Programming Consultant	\$126 - \$171 per hour	\$148.50
Case Manager (Level 2)	\$166 - \$198 per hour	\$182.25
Senior Case Manager	\$202 - \$247 per hour	\$222.75
Senior Consultant	TBD	TBD*

The level of Senior Consultant activity will vary by engagement. If such services are required, the usual average rate is \$265 per hour. Please note that any additional professional services not specifically covered by this proposal will be charged at hourly rates, including any outsourced data input services performed under our supervision and control. Outside vendors may charge a premium for weekend and overtime work. The client will not be billed for travel time.

Claims Management Services:

Database and System Access (No restriction on number of users)	\$.10 per record per month
Data Transfer	\$.10 per creditor
Manual Claims Input	\$.35 per claim plus hourly rates
Document Storage	Waived

A handwritten signature in black ink, appearing to be "J&J" or similar, with a date "10/10" written below it.



Pricing

Printing, Mailing and Noticing:

Set up	Waived
Printing	\$.10 per image and/or page including the envelope face)
	\$.10 each piece
Collate, fold and/or insert	At cost
Postage and overnight delivery	\$.02 per page
Electronic noticing	Quote prior to publishing
Legal notice publishing	\$.25 per notice
Claim acknowledgement card	\$.20 per page
Fax	

The \$.10 per unit cost for printing will be reduced by 10% for all images over 250,000 per print job.

Document Management/Imaging:

Electronic imaging (scanning/bar coding)	\$.30 per image
Additional OCR capture	\$.10 per image
CD burning (mass document storage)	Varies upon requirements
Stand Alone Case Website Construction	\$150.00 per hour
Hosting Case Specific Site	\$200.00 per month
Case Data Web Traffic	Waived

Confidential Document Management:

Standard Confidential on-line workspace	\$1.30 per page per 9 months
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Call Center Services:

Standard Call Center Setup	\$2,500
Call Center Operator	\$75 per hour
Voice Recorded Message	\$.19 per minute
Standard Call Center Support/Maintenance	\$200 per month

Additional call center services not specifically covered by this proposal will be charged at hourly rates or at a unit price to be determined. Specifically, such tasks as reviewing and managing traffic reports, assigning and supervising staff, call auditing, quality control testing, training and the like will be billed at the applicable hourly rate.

JSB
Don



Pricing

Voting Tabulation and Reports:

Set-up, tabulation and vote verification	Applicable consulting fees only
Printing and mailing of ballots	Subject to unit pricing for mailing and noticing above
Solicitation and Notification of Public Securities Holders	Varies upon requirements

Please note that Epiq will coordinate outside services for notice publication, printing and scanning upon request. Reimbursable expenses including travel, envelopes and courier services are billed at cost. Postage is payable in advance of any mailings.

Disbursements:

Transaction fees:

Per check or Form 1099	\$1.50 each
Per record to transfer agent	\$.25 each

JES
Don

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
Chrysler LLC, *et al.*, : Case No. 09-50002 (AJG)
Debtors. : (Jointly Administered)
-----X

AFFIDAVIT OF DANIEL C. MCELHINNEY

STATE OF NEW YORK)
COUNTY OF NEW YORK)

I, Daniel C. McElhinney, being duly sworn, deposes and says:

1. I am an Executive Director of Epiq Bankruptcy Solutions, LLC ("Epiq"), chapter 11 administrative claims consultants, notice agents and analysts, whose offices are located at 757 Third Avenue, 3rd Floor, New York, New York, 10017. I submit this affidavit (the "McElhinney Affidavit") in support of the Motion of Debtors and Debtors in Possession, Pursuant to Bankruptcy Rule 2002, 28 U.S.C. § 156(c) and Local Bankruptcy Rule 5075-1, for an Order Appointing Epiq Bankruptcy Solutions, LLC as Claims and Noticing Agent (the "Motion"), filed by the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors").¹ I have personal knowledge of the matters set forth herein.

2. Epiq is a claims management and data processing firm that specializes in, among other things, chapter 11 administration, including noticing, claims processing, solicitation, ballot tabulation, document management and other administrative tasks in chapter 11

¹ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

cases. Epiq has provided identical or substantially similar services in other large bankruptcy cases in this and other jurisdictions, including the chapter 11 cases of In re Lehman Bros. Holdings Inc., No. 08-13555 (JMP) (Bankr. S.D.N.Y. Sept. 16, 2008); In re WCI Communities, Inc., No. 08-11643 (KJC) (Bankr. D. Del. Aug. 4, 2008); In re Steve & Berry's Manhattan LLC, No. 08-12579 (ALG) (Bankr. S.D.N.Y. Jul. 29, 2008); In re Frontier Airlines Holdings, Inc., No. 08-11298 (RDD) (Bankr. S.D.N.Y. May 2, 2008); In re Buffets Holdings, Inc., No. 08-10141 (MFW) (Bankr. D. Del. Jan. 23, 2008); In re American Home Mortgage Holdings, Inc., No. 07-11047 (CSS) (Bankr. D. Del. Aug. 6, 2007); In re Delta Air Lines, Inc., No. 05-17923 (PCB) (Bankr. S.D.N.Y. Sept. 16, 2005); In re Northwest Airlines Corp., No. 05-17930 (ALG) (Bankr. S.D.N.Y. Sept. 15, 2005); In re WorldCom, Inc., No. 02-13533 (AJG) (Bankr. S.D.N.Y. July 22, 2002); In re Enron Corp., No. 01-16034 (AJG) (Bankr. S.D.N.Y. Dec. 3, 2001).

3. Epiq is well qualified to provide the Debtor with experienced services as claims and noticing agent in connection with these chapter 11 cases. Epiq is fully equipped to handle the volume involved in properly sending the required notices to creditors and other interested parties and administering claims in these chapter 11 cases. Epiq will comply with all requests of the Clerk of the Court and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c). Further, Epiq will comply with all of its obligations and responsibilities under the Protocol for the Employment of Claims Agents, dated May 8, 2006, as amended.

4. Pursuant to the Services Agreement, Epiq may perform various noticing, claims and document management services and provide assistance with such functions as plan solicitation, balloting and disbursement (collectively, the "Services"), if necessary, at the request

of the Debtors or the Clerk's Office. In performing the Services, Epiq may perform some or all of the following services if requested by the Debtors:

- (a) maintain an up-to-date mailing list for all entities that have filed proofs of claim and/or requests for notices in these chapter 11 cases, which list shall be available upon request by a party or by the Clerk's Office;
- (b) establish and maintain a public website to provide creditors and the general public with access to case information and documents relating to the Debtors' chapter 11 cases;
- (c) maintain a call center for the Debtors;
- (d) prepare and serve required notices in these chapter 11 cases, including:
 - (i) a notice of the commencement of these chapter 11 cases and the initial meeting of creditors pursuant to section 341(a) of the Bankruptcy Code;
 - (ii) notices related to the proposed Fiat Transaction;
 - (iii) a notice of the claims bar date;
 - (iv) notices of objections to claims;
 - (v) notices of hearings on any disclosure statement and confirmation of any plan of reorganization; and
 - (vi) such other miscellaneous notices as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases.
- (e) assist with the publication of required notices, as necessary;
- (f) assist with the preparation and maintenance of the Debtors' schedules of assets and liabilities, statements of financial affairs, schedules of executory contracts and unexpired leases and other master lists and databases of creditors, contracts, assets and liabilities;
- (g) receive, record and maintain copies of all proofs of claim and proofs of interest filed in these chapter 11 cases;
- (h) maintain official claims registers in these cases by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each claim or interest asserted:

- (i) the name and address of the claimant or interest holder and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
- (ii) the date the proof of claim or proof of interest was received by Epiq and/or the Court;
- (iii) the claim number assigned to the proof of claim or proof of interest; and
- (iv) the asserted amount and classification of the claim;
- (i) implement necessary security measures to ensure the completeness and integrity of the claims received;
- (j) receive and record all transfers of claims pursuant to, and provide any noticing as provided by, Bankruptcy Rule 3001(e);
- (k) promptly comply with such further conditions and requirements as the Clerk's Office or the Court may prescribe;
- (l) assist the Debtors and their counsel with the administrative management, reconciliation and resolution of claims;
- (m) assist with the production of reports, exhibits and schedules of information for use by the Debtors and their counsel or to be delivered to the Court, the Clerk's Office, the United States Trustee for the Southern District of New York (the "U.S. Trustee") or third parties;
- (n) provide other technical and document management services requested by the Debtors or the Clerk's Office;
- (o) assist with the production, mailing, processing and tabulation of ballots for purposes of plan voting, and reporting to the Court regarding tabulation of results;
- (p) assist with distributions;
- (q) assist the Debtors in gathering information to analyze avoidance actions pursuant to chapter 5 of the Bankruptcy Code;
- (r) file with the Court the final version of the claims register immediately before the closing of these cases; and
- (s) at the close of these cases, box and transport all original documents in proper format, as provided by the Clerk's Office, to the Federal Archives.

5. No commitments have been made or received by Epiq, nor any member or associate thereof, as to compensation or payment in connection with these chapter 11 cases, other than in accordance with the provisions of the Bankruptcy Code. Epiq has no agreement with any other entity to share with such entity (other than its affiliates, employees and vendors) any compensation received by Epiq in connection with these chapter 11 cases. Epiq will maintain reasonably detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned services.

6. In performing its services, Epiq will charge the rates set forth in the Services Agreement. The amounts paid to Epiq in connection with this appointment will not exceed the amounts set forth in the Services Agreement, except to the extent such amounts are subject to ordinary increases in accordance with Epiq's established billing practices and procedures. These rates are at least as favorable as the prices Epiq charges in cases in which the firm has been retained to perform similar services. The Debtors have furnished Epiq with a retainer in the amount of \$25,000 to be applied upon termination of the Services Agreement against Epiq's final invoice. Any unused portion of the retainer amount will be returned to the Debtors.

7. To the best of my knowledge and belief, insofar as I have been able to ascertain after research and inquiry, I believe that the members and employees of Epiq: (a) do not have any adverse connection with the Debtors, the Debtors' creditors or any other party in interest or its respective attorneys and accountants, the United States Trustee or any person employed in the Office of the United States Trustee; and (b) do not hold or represent an interest adverse to the Debtors' estates.

8. To the best of my knowledge, neither Epiq nor any of its personnel have any relationship with the Debtors that would impair Epiq's ability to serve as Claims Agent. Epiq may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor. Specifically, Epiq currently serves as claims and noticing agent in the chapter 11 cases of Citation Corporation and Tower Automotive, two of the Debtors' creditors. To the best of my knowledge, such relationships are completely unrelated to these chapter 11 cases. Epiq will continue to provide services to these parties in matters unrelated to these chapter 11 cases. Also, Epiq will continue its ordinary course relationships with certain vendors, professionals and other parties that may be involved in the Debtors' cases to the extent any work performed for such entities is unrelated to these cases.

9. To the best of my knowledge and belief, insofar as I have been able to ascertain after research and inquiry, I believe that Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as qualified by section 1107(b) of the Bankruptcy Code, in that its members and employees:

- (a) are not creditors, equity security holders or insiders of the Debtors;
- (b) were not, within two years before the date of filing of the Debtors' chapter 11 petitions, a director, officer or employee of the Debtors; and
- (c) do not have an interest materially adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

10. Epiq will not provide services to any entities or individuals in these chapter 11 cases other than the Debtors or in connection with any matters that would be adverse to the interests of the Debtors.

11. Epiq will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise, and if any new relevant facts or relationships are discovered, Epiq will supplement its disclosure to the Court.

12. On behalf of Epiq, I represent that:

- (a) Epiq will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the Claims Agent in these chapter 11 cases;
- (b) by accepting employment in these chapter 11 cases, Epiq waives any rights to receive compensation from the United States government; and
- (c) in its capacity as the Claims Agent in these chapter 11 cases, Epiq will not be an agent of the United States government and will not act on behalf of the United States government.

13. Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims Agent in these chapter 11 cases.

14. The Services Agreement is terminable by the Debtors upon ten days' written notice and by Epiq upon 90 days' written notice.

15. Upon the completion of Epiq's duties and responsibilities at the closing of these cases, Epiq shall take the appropriate action to obtain an order from this Court terminating its duties and responsibilities in these cases.

Dated: April 28, 2009



Daniel C. McElhinney
Epiq Bankruptcy Solutions, LLC

State of New York
County of New York

Subscribed and sworn to before me on this
28th day of April, 2009, by Daniel C.
McElhinney, personally known to me or proved
to me on the basis of satisfactory evidence to be
the person who appeared before me.

WITNESS my hand and official seal.

Signature: _____

Name: _____

REGINA AMPORFRO
Notary Public, State of New York
No. 01AM6064508
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires Sept. 24, 2009

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
Chrysler LLC, *et al.*, : Case No. 09-50002 (AJG)
Debtors. : (Jointly Administered)
-----X

**ORDER, PURSUANT TO
BANKRUPTCY RULE 2002, 28 U.S.C. § 156(c) AND LOCAL
BANKRUPTCY RULE 5075-1, APPOINTING EPIQ BANKRUPTCY
SOLUTIONS, LLC AS CLAIMS AND NOTICING AGENT**

This matter coming before the Court on the Motion of Debtors and Debtors in Possession, Pursuant to Bankruptcy Rule 2002, 28 U.S.C. § 156(c) and Local Bankruptcy Rule 5075-1, for an Order Appointing Epiq Bankruptcy Solutions, LLC as Claims and Noticing Agent (the "Motion"),¹ filed by the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"); the Court having reviewed the Motion, the McElhinney Affidavit attached to the Motion as Exhibit B (the "McElhinney Affidavit") and the Affidavit of Ronald E. Kolka filed in support of the Debtors' first day papers (the "Kolka Affidavit") and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court (the "Hearing"); the Court finding that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (iii) notice of the Motion and the Hearing was sufficient under the circumstances, (iv) Epiq is not a "professional" whose retention is subject to approval under section 327 of the Bankruptcy Code, (v) Epiq does not hold or represent any interest adverse to

¹ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

the Debtors' estates and is a "disinterested person," as such term is defined in section 101(14) of the Bankruptcy Code and (vi) the Debtors and Epiq have complied with the Court's Protocol for the Employment of Claims Agents, dated May 8, 2006; and the Court having determined that the legal and factual bases set forth in the Motion, the McElhinney Affidavit and the Kolka Affidavit and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. Epiq is hereby appointed as the Claims Agent in these chapter 11 cases, pursuant to Bankruptcy Rule 2002(a), 28 U.S.C. § 156(c) and Local Bankruptcy Rule 5075-1(a), on the terms and conditions set forth in the Motion and the Services Agreement.
3. The Debtors are hereby authorized to compensate Epiq for its services and reimburse Epiq for any related expenses in accordance with applicable provisions of the Services Agreement.
4. Upon the completion of Epiq's duties and responsibilities and at the closing of these chapter 11 cases, Epiq shall take the appropriate action to obtain an order from this Court terminating its duties and responsibilities in these cases, in accordance with the Services Agreement and this Order.

Dated: New York, New York
_____, 2009

UNITED STATES BANKRUPTCY JUDGE