

Exhibit B

Feil Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
CONEXANT SYSTEMS, INC., <i>et al.</i> , ¹)	Case No. 13-_____ ()
)	
Debtors.)	Joint Administration Requested
)	

**DECLARATION OF TINAMARIE FEIL IN SUPPORT
OF THE DEBTORS' APPLICATION FOR ENTRY OF AN
ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION
OF BMC GROUP, INC. AS NOTICE, CLAIMS AND BALLOTING AGENT**

I, Tinamarie Feil, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information and belief:

1. I am the President of Client Services for BMC Group, Inc. ("**BMC**"), located at 600 1st Avenue, Suite 300, Seattle, WA 98104.

2. I am authorized to submit this declaration in support of the application of the Debtors (the "**Application**")² for entry of an order authorizing the Debtors to employ and retain BMC as notice, claims and balloting agent in these chapter 11 cases, pursuant to the terms and conditions set forth in the services agreement between Conexant Systems, Inc. and BMC dated as of February 7, 2013 (such agreement together with all amendments, modifications, renewals thereof and all documents ancillary thereto or otherwise entered into in connection therewith, the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer-identification number, are: Conexant Systems, Inc. (9439); Conexant CF, LLC (6434); Brooktree Broadband Holding, Inc. (5436); Conexant, Inc. (8218); and Conexant Systems Worldwide, Inc. (0601). The Debtors' main corporate address is 4000 MacArthur Blvd., Newport Beach, California 92660

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

“*Services Agreement*”), a copy of which is annexed to the Application as **Exhibit 1** to **Exhibit A**.

BMC’s Qualifications

3. BMC is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, balloting and other related services critical to the effective administration of chapter 11 cases. BMC has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing, claims processing and balloting aspects of chapter 11 cases that ensure the orderly and fair treatment of creditors, equity security holders and all parties in interest. Further, BMC has experience working with, and will continue to work with, the Clerk’s Office to ensure that BMC’s services conform with all of the Court’s procedures, the Local Rules and any orders entered by this Court.

4. BMC has substantial experience in matters of this size and complexity and has acted as the official notice, claims and balloting agent in many large chapter 11 cases in this District and in others. *See, e.g., In re Coach AM Group Holdings Corp.*, No. 12-10010 (KG); *In re Graceway Pharmaceuticals, LLC*, No. 11-13036 (PJW); *In re Regen Biologics, Inc.*, No. 11-11083 (PJW); *In re Urban Brands, Inc.*, No. 10-13005 (KJC); *In re Ultimate Escapes Holdings, Inc.*, No. 10-12915 (BLS); and *In re W.R. Grace & Co.*, No. 01-01139 (JKF). Furthermore, BMC has acted as the official notice, claims and balloting agent in large chapter 11 cases outside this District. *See, e.g., In re Atari, Inc.*, No. 13-10176 (JMP) (Bankr. S.D.N.Y. Feb. 15, 2013) (authorizing the retention of BMC Group, Inc. as claims and noticing agent); *In re Jennifer Convertibles, Inc.*, No. 10-13779 (ALG) (Bankr. S.D.N.Y. July 22, 2010) (same).

Services Provided

5. In accordance with the terms and conditions of the Services Agreement, and in compliance with Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), BMC will perform the services required pursuant thereto (and noted below), as well as any additional services at the request of the Debtors or the Clerk's Office.

6. Specifically, the Debtors seek to engage BMC to provide certain noticing and claims processing services, including:

- a. Prepare and serve required notices and documents in the cases in accordance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") in the form and manner directed by the Debtors and/or the Court, including (i) notice of the commencement of the cases and the initial meeting of creditors under Bankruptcy Code § 341(a), (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan and (vii) all other notices, orders, pleadings, publications and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of the cases.
- b. Maintain an official copy of the Debtors' schedules of assets and liabilities and statement of financial affairs (collectively, "**Schedules**"), listing the Debtors' known creditors and the amounts owed thereto;
- c. Maintain (i) a list of all potential creditors, equity holders and other parties-in-interest; and (ii) a "core" mailing list consisting of all parties described in sections 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the Clerk;

- d. Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- e. Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- f. For *all* notices, motions, orders or other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket numbers(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- g. Process all proofs of claim received, including those received by the Clerk's Office, and check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- h. Maintain the official claims register for each Debtor (the "***Claims Registers***") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, *etc.*), (vi) the applicable Debtor, and (vii) any disposition of the claim;
- i. Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;

- j. Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- k. Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Claims and Noticing Agent, not less than weekly;
- l. Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the claims register for the Clerk's review (upon the Clerk's request);
- m. Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register;
- n. Assist in the dissemination of information to the public and respond to requests for administrative information regarding the case as directed by the Debtors or the Court, including through the use of a case website and/or call center.
- o. If the case is converted to chapter 7, contact the Clerk's Office within three days of the notice to Claims and Noticing Agent of entry of the order converting the case;
- p. Thirty days prior to the close of these cases, to the extent practicable, request that the Debtors submit to the Court a proposed Order dismissing the Claims and Noticing Agent and terminating the services of such agent upon completion of its duties and responsibilities and upon the closing of these cases;
- q. Within seven days of notice to Claims and Noticing Agent of entry of an order closing the chapter 11 cases, provide to the Court the final version of the claims register as of the date immediately before the close of the cases; and
- r. At the close of these cases, box and transport all original documents, in proper format, as provided by the Clerk's Office, to (i) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064 or (ii) any other location requested by the Clerk's Office.

7. The Claims Registers shall be opened to the public for examination without charge during regular business hours and on a case-specific website maintained by BMC.

8. BMC will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk's Office, section 331 of the Judicial Code (the "*Judicial Conference of the United States*") or as it otherwise may be directed by the Court.

Professional Compensation

9. Subject to the Court's approval, the Debtors have agreed to compensate BMC for professional services rendered in connection with these chapter 11 cases pursuant to the Services Agreement. Before the Petition Date, BMC received a retainer from the Debtors in the amount of \$10,000 to be applied in satisfaction of obligations incurred pursuant to the Services Agreement. BMC believes that the rates for its notice and claims processing services are comparable to the rates charged by its competitors for similar services.

10. BMC respectfully submits that the fees and expenses incurred by BMC are administrative in nature and should not be subject to the standard fee application procedures for professionals. Specifically, BMC requests authorization to be compensated on a monthly basis (in the ordinary course of business and in accordance with the terms and conditions set forth in the Services Agreement). BMC agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and to serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices.

11. If any dispute arises relating to the Services Agreement or BMC's monthly invoices, BMC and the Debtors will meet in an attempt to resolve the dispute. If a resolution is not achieved, BMC and the Debtors will seek resolution of the matter from the Court.

12. As of the Petition Date, the Debtors do not owe BMC any amounts for services rendered before the Petition Date. Although certain expenses and fees may have been incurred but not yet applied to the retainer, such amounts, if any, would be less than the balance of the retainer as of the Petition Date.

Disinterestedness

13. BMC is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code, in that BMC and its professional personnel:

- a. are not creditors, equity security holders or insiders of the Debtors;
- b. are not and were not, within two years before the date of the filing of these cases, directors, officers or employees of the Debtors; and
- c. do not have an interest materially adverse to the interests of the Debtors’ estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

See 11 U.S.C. § 101(14).

14. Further, BMC represents that:

- a. it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as claims agent;
- b. by accepting employment in these chapter 11 cases, BMC waives any right to receive compensation from the United States government; and
- c. in its capacity as claims agent, BMC will not be an agent of the United States and will not act on behalf of the United States.

15. In connection with the preparation of this Declaration, I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the “*Potential Parties in Interest*”) in these cases. The list of Potential Parties in Interest was

provided by the Debtors and included the Debtors, non-debtor affiliates, current and former directors and officers of the Debtors, significant stockholders, secured creditors, top 30 unsecured creditors, and other parties. The results of the conflict check were compiled and reviewed by employees of BMC, under my supervision. To the best of my knowledge, BMC is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code and neither BMC, nor any of its professional personnel, have any relationship with the Debtors that would impair BMC's ability to serve as noticing and claims agent in these chapter 11 cases. Furthermore, at this time, BMC is not aware of any relationship which would present a disqualifying conflict of interest.

16. BMC has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these chapter 11 cases. If BMC's proposed retention is approved by this Court, BMC will not accept any engagement or perform any service for any entity or person other than the Debtors in these chapter 11 cases. BMC may, however, provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

17. BMC will comply with all requests of or by the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of section 156(c) of the Judicial Code.

18. Should BMC discover any relevant facts or relationships bearing on the matters described herein, BMC will use reasonable efforts to promptly file a supplemental declaration with the Court.

Indemnification

19. As part of the overall compensation payable to BMC under the terms of the Services Agreement, BMC is entitled to certain indemnification obligations, which are described in detail in the Services Agreement. Specifically, the Services Agreement provides that the Debtors will indemnify and hold harmless BMC, its subcontractors and their respective personnel under certain circumstances specified in the Services Agreement. [BMC has, however, agreed to the modifications described in the Application and provided for in the proposed Order].

20. The terms of the Services Agreement and indemnification provisions were negotiated between BMC and the Debtors at arm's-length and I believe that these indemnification provisions, the Debtors' proposed modifications thereto and the Services Agreement are reasonable.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed on: February 28, 2013

By:

/s/ Tinamarie Feil

Tinamarie Feil
President, Client Services
BMC Group, Inc.