

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

PROOF OF CLAIM

Indicate Debtor against which you assert a claim by checking the appropriate box. (Check only one Debtor per claim form.)

- Conexant Systems, Inc. (Case No. 13-10367)
- Conexant CF, LLC (Case No. 13-10368)
- Brooktree Broadband Holdings, Inc. (Case No. 13-10369)
- Conexant, Inc. (Case No. 13-10370)
- Conexant Systems Worldwide, Inc. (Case No. 13-10371)

NOTE: Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Resources Global Professionals

Name and address where notices should be sent:

 31951543004627
RESOURCES GLOBAL PROFESSIONALS AND SUBSIDIARIES
17101 ARMSTRONG AVENUE
IRVINE, CA 92614

RECEIVED

APR 29 2013

BMC GROUP

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number *(714) 4306400* email: *recdept@resourcesglobal.com*

Name and address where payment should be sent (if different from above):

Same as above

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number (if known):

Filed on: _____

Payment Telephone Number () email:

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ *3,048.00*

If all or part of your claim is secured, complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM: *For professional services rendered.*

(See instruction #2)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

2898

3a. Debtor may have scheduled account as:

(See instruction #3a)

3b. Uniform Claim Identifier (optional):

(See instruction #3b)

4. SECURED CLAIM: (See instruction #4)

Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff:

Describe:

Real Estate Motor Vehicle Other _____

Value of Property: \$ _____

Annual Interest Rate: _____ % Fixed or Variable (when case was filed)

Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ _____

Basis for Perfection: _____

Amount of Secured Claim: \$ _____

Amount Unsecured: \$ _____

5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the administrative expense or priority and state the amount.

Amount entitled to priority: \$ _____

Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ _____

You MUST specify the priority of the claim:

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____).

Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).

* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

Conexant Systems



00044

7. DOCUMENTS: *Attached are redacted copies of documents that support the claim*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and definition of "redacted").

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain:

DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 4:00 pm, prevailing Eastern Time on May 17, 2013 for Non-Governmental Claimants OR on or before August 27, 2013 for Governmental Units.

BY MAIL TO:
BMC Group, Inc.
Attn: Conexant Systems, Inc. Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

BY MESSENGER OR OVERNIGHT DELIVERY TO:
BMC Group, Inc.
Attn: Conexant Systems, Inc. Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

8. SIGNATURE: (See instruction #8)

Check the appropriate box.

I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor.
(See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Yomi A. Boone
Title: Director of Credit and Collections
Company: Resources Global Professionals

Yomi A. Boone 04/24/2013
(Signature) (Date)

Address and telephone number (if different from notice address above):
Same as above

Telephone number: 714-430-6400 email: rcddept@resourcesglobal.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



EXHIBIT A

STATEMENT OF WORK

ENGAGEMENT CONEXANT [NEWPORT BEACH, CA] AND RESOURCES GLOBAL PROFESSIONALS [ORANGE COUNTY, CA]

This Statement of Work ("Statement of Work") is entered into and made effective as of September 20, 2012 (the Effective Date"), by and between Conexant Systems, Inc., a Delaware corporation, having its principal place of business at 4000 MacArthur Boulevard, Newport Beach, California 92660, U.S.A. ("Conexant") and Resources Global Professionals, a Delaware limited liability company, having its principal place of business at 17101 Armstrong Avenue, Irvine, California 92614, USA, for itself and on behalf of all entities controlled by its parent, Resources Connection, Inc. (collectively, "Consultant").

1. **Controlling Terms:**

This Statement of Work is governed by the terms and conditions of the Global Services Agreement between Conexant and Consultant with an Effective Date of April 14, 2008, Agreement Number 4142008-1A.

2. **Description of Services:**

Madeleine Attalla will assist with day-to-day General Ledger accounting duties.

3. **Limitations on Services:**

Consultant's Services will not constitute an engagement to provide independent audit or attestation services as described in the pronouncements on professional standards issued by the AICPA and, accordingly, Consultant will not provide any assurance concerning the reliability of any assertion that is the responsibility of another party. The Services provided hereunder will not result in the issuance of any written or oral communications by Consultant to Conexant to any third party expressing a conclusion or any form of assurance with respect to financial data or internal controls.

Conexant is, and will continue to be, solely responsible for establishing and maintaining an effective internal control system, including, but not limited to, systems designed to assure compliance with policies, procedures, and applicable laws and regulations. Conexant, not Consultant, has the responsibility to timely communicate material weaknesses or reportable conditions in internal controls, misstatements of financial statements, or similar matters to its external auditors, the Audit Committee, the Board of Directors, and when required, regulators.

4. **Project Schedule:**

The engagement will commence on the 20th day of September 2012 and continue for a period of approximately two months. Conexant shall provide Consultant with ten (10) business days notice of termination of this Statement of Work.

5. **Deliverables:**

In general, Consultant's professional will provide services in the following areas:

Accounting & Finance



Consultant's professional will report to Tim Rindfleisch at Conexant. More specific activities will be agreed upon between the Client and the Associate, along with any changes in the current scoping as the project evolves. More elaborate instructions from the Client's side will be given directly to the Associate. Consultant shall be informed of any major changes to scoping and/or Associate's role on the project.

6. **Location of Performance:**

Services shall be primarily produced or performed at Conexant's facilities located in Newport Beach. Conexant shall provide Consultant's professionals with reasonable working space and materials, including computers, which may be necessary in connection with the performance of Services hereunder.

During this engagement, Conexant may require Consultant's professional to remove Conexant confidential and/or proprietary information from Conexant's secure networked environment to work remotely. Conexant acknowledges that taking Conexant confidential and/or proprietary information off its protected network renders such information less secure. Notwithstanding the foregoing and by its signature below, Conexant consents to allow the professional to perform Services remotely, which includes access to, or the use of, confidential and/or proprietary information.

7. **Project Managers:**

For Conexant:

Name: Tim Rindfleisch
Telephone No: 949-483-5732
Email: tim.rindfleisch@conexant.com
Fax No: 949-483-9570
Address: 4000 MacArthur Blvd.
Newport Beach, CA 92660

For Consultant:

Name: Lisa Cornell
Telephone No: 714-430-6509
Email: lisa.cornell@resourcesglobal.com
Fax No: 714-428-6091
Address: 695 Town Center Drive
Suite 600
Costa Mesa, CA 92626

8. **Reporting:**

Consultant shall prepare written reports for Conexant on an as requested basis during the course of this Statement of Work. Such reports shall be sent to the Conexant Project Manager via facsimile, email, or hardcopy sent to the address in listed in Section 7 of this Statement of Work.

9. **Consideration and Payment Schedule:**

Bill Rate: In consideration of Services to be furnished by Consultant, Conexant will pay to Consultant the amount of \$127.00 per hour, billable and payable in USD. For hours worked over forty in one week or eight in one day, Consultant shall invoice Conexant an overtime premium equivalent to 150% of standard bill rate. Overtime hours must be pre-approved by the Conexant manager.



Consultant shall invoice Conexant monthly. All invoices will be accompanied by related expense reports and time sheets (if requested). All invoices are to be sent directly to Tim Rindfleisch, who will arrange the payment from the local business unit. Incomplete invoices will not be paid until all requested information has been received by Conexant. The Consideration set forth herein is a firm, hourly price for Services to be furnished by Consultant. Unless otherwise expressly stated herein or in the Consulting Agreement, Consultant assumes all risks associated with any cost overruns.

Expenses: Consultant shall obtain approval from Conexant prior to incurring travel or other expense for which Consultant intends to seek reimbursement. If approved, Consultant shall use Conexant's business travel program and its preferred suppliers to book travel. Consultant must provide Conexant with an itemized description of the expense claimed and receipts for such expenses.

Tax Related Issues: If professional provides Services to Conexant outside such professional's home tax jurisdiction requiring overnight stays for a period longer than twelve (12) months, professional may be assessed tax on such expense reimbursements as income earned. In such instance, Conexant agrees to either (i) reimburse Consultant for the tax gross up to cover such additional compensation or (ii) allow professional to provide Services in an appropriate alternative work location for the period necessary to avoid assessment of the additional tax obligation.

Further, for Services performed pursuant to this Agreement, if such Services are taxed by the local taxing authority where they are performed, Conexant shall pay all such sales, use, VAT, GST, excise and related taxes which Consultant is legally obligated to collect, in addition to any charges payable hereunder. All such taxes shall become due when billed by Consultant to Conexant, or when assessed, levied, or billed by the appropriate taxing authority, even though such billing may occur subsequent to expiration of this Agreement.

Foreign Currency Exchange Risk: If Conexant pays any invoice in a currency other than that required by the invoice, Conexant agrees to bear any and all exchange risk incurred by Consultant. Any differential between the amount invoiced and Conexant's payment therefore as a result of the currency conversion, shall be included in an invoice/credit memorandum sent to Conexant in the quarter after such short fall or credit is realized by Consultant.

10. Solicitation of Employment:

Both parties agree not to directly or indirectly recruit, divert or solicit the employment of either party's employees who have been directly involved in the provision of Services during the Term of the Agreement and any renewals thereof for a period of twelve (12) months after its expiration or termination. If either party breaches the foregoing, the breaching party shall pay the non-breaching party a penalty or liquidated damages fee in the amount of 50% of such employee's annualized salary or contracted fee. This provision will not prevent either party from placing a bona fide public advertisement for employment which is not specifically targeted at the employees of the other party or prevent either party from soliciting any such person (i) who is no longer employed by the other party or (ii) with whom it had contact concerning potential employment prior to the date hereof.

IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the date first above written.

CONEXANT SYSTEMS, INC.

By: Carl M. Miles

Printed Name: Carl M. Miles

Title: CEO

CONSULTANT

By: Lisa Cornell

Printed Name: LISA CORNELL

Title: 9/19/12



RESOURCESSM
GLOBAL PROFESSIONALS

BY CHECK REMIT TO:
RESOURCES GLOBAL PROFESSIONALS
FILE 55221
LOS ANGELES, CALIFORNIA 90074-5221

TELEPHONE 714 430 6400
TAXPAYER ID 33-0832424

BY ACH PAYMENT REMIT TO:
ABA 121 000 358
BANK OF AMERICA
ACCOUNT 12330-24344
FEDERAL WIRE ABA0260 0959 3

PLEASE INCLUDE INVOICE NUMBER
IN THE DESCRIPTION FIELD

AND SUBSIDIARIES

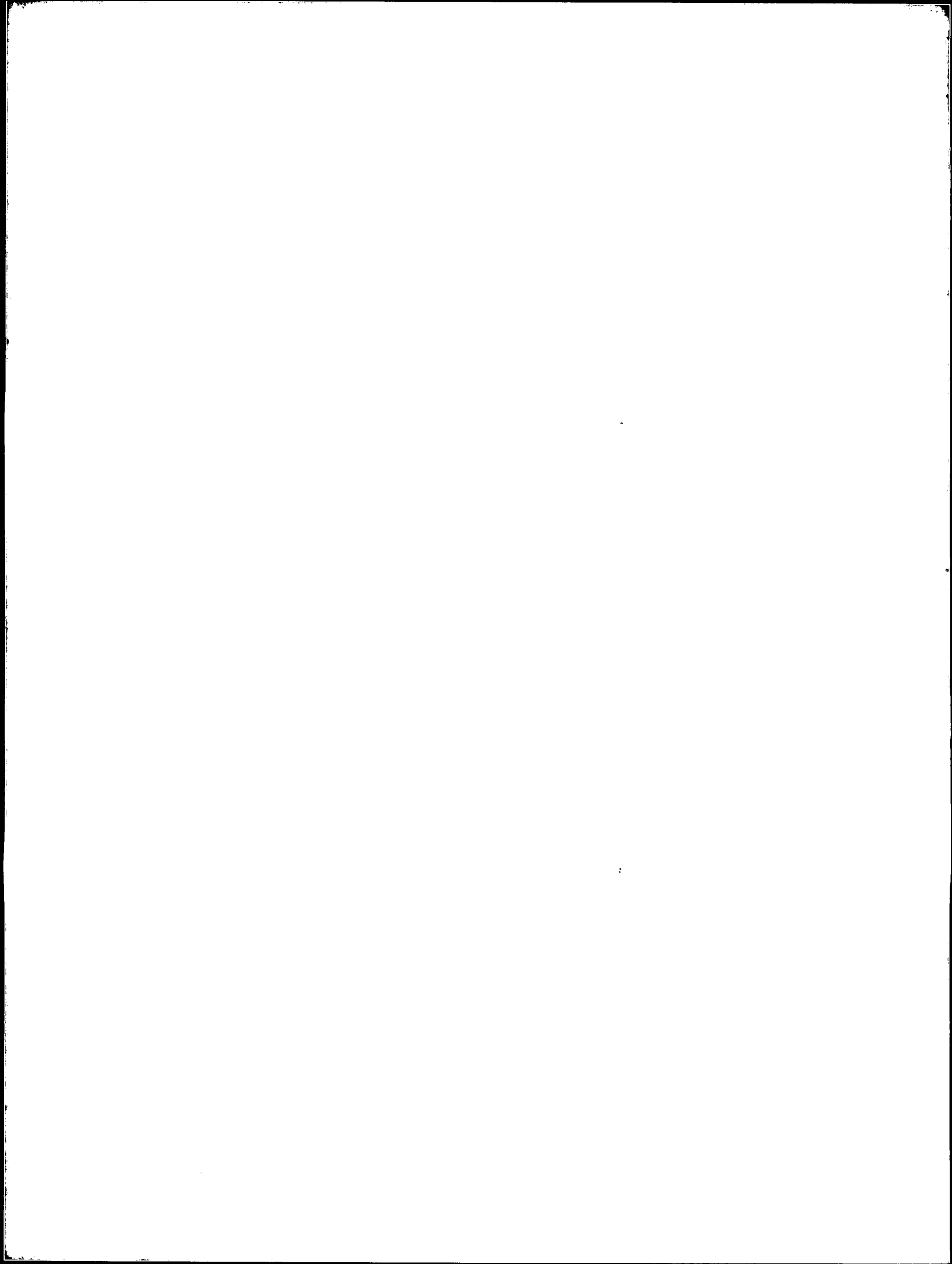
Attn: Tim Rindfleisch
Conexant Systems, Inc.
4000 MacArthur Blvd.
Newport Beach, CA 92660

INVOICE RGP0533316
DATE 3/4/2013
CUSTOMER # 12898
PO: NF12E01318

For professional services rendered:

	<u>Week Ended</u>	<u>Hours</u>	<u>Rate</u>	<u>Description</u>	<u>Total</u>
Madeleine Attalla	3/2/2013	24.00	\$127.00	Regular Billable Hours	\$3,048.00
				Professional Fees	\$3,048.00
				Amount Applied	\$0.00
				Current Balance Due	\$3,048.00

PAYABLE UPON RECEIPT UNLESS OTHERWISE AGREED IN WRITING BETWEEN THE PARTIES. ANY AMOUNTS NOT PAID WHEN DUE MAY BE SUBJECT TO A MINIMUM FINANCE CHARGE OF 1 1/2% PER MONTH ON THE UNPAID BALANCE WHICH IS AN ANNUAL PERCENTAGE RATE OF 8%. WE SHALL BE ENTITLED TO RECOVER ANY COSTS INCURRED IN ENFORCING COLLECTION OF THIS ACCOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES.





Please email your copy to:
 sharedtimeandexpensereports@resources-us.com
 OR fax to: (714) 428-6092

Employee Name: Madeleine E Attalla
 Employee ID: 151285
 Company: Conexant Systems, Inc.
 Engagement Number: 178866

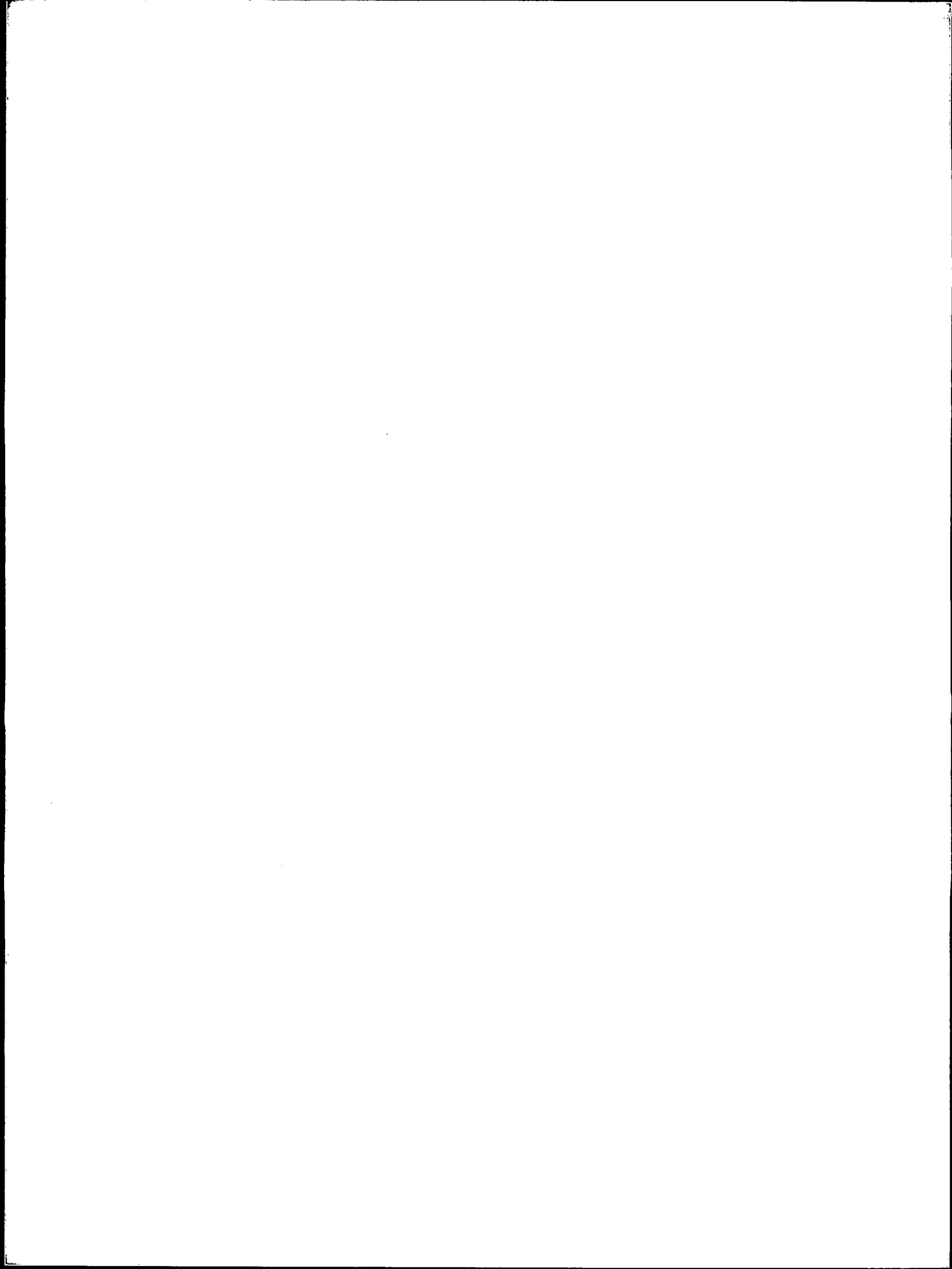
Week Ending: 3/2/13
 Office: Orange County
 Service Line: Accounting/Finance

Timesheet submitted to Resources Global Professionals on: 3/4/13 8:06am Pacific

Hours Detail	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Description	
Reg Billable Hours	0.00	8.00	8.00	8.00	0.00	0.00	0.00		
Totals:	0.00	8.00	8.00	8.00	0.00	0.00	0.00		
Grand Total								24.00	

YES X NO I certify that I took a meal period where I was relieved of all duty and that was at least 30 minutes in duration on each day that I worked at least five (5) hours and for which my time is submitted above, or if I didn't each day it was due to my own voluntary choice.

 Your Signature Date Client Acknowledgement Date



RGP

17101 Armstrong Avenue

Irving, CA 92614



PRIMEV BONVES

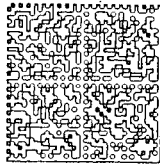
\$ 00.66⁰

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APR 24 2013

MAILED FROM ZIP CODE 92614



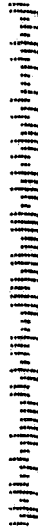
BMC Group, Inc.
Attn: Conexant Systems, Inc. Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

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BMC GROUP

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