

COOLEY LLP
 1114 Avenue of the Americas
 New York, New York 10036
 Telephone: (212) 479-6000
 Facsimile: (212) 479-6275
 Cathy Hershcopf
 Jeffrey L. Cohen
 Alex R. Velinsky

Proposed Attorneys for Debtor and Debtor in Possession

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

-----	X	
	:	
In re	:	Chapter 11
	:	
METROPARK USA, INC.,	:	
	:	Case No. 11-_____ (RDD)
Debtor.	:	
	:	
-----	X	

**APPLICATION OF THE DEBTOR FOR ORDER AUTHORIZING
 RETENTION AND APPOINTMENT OF OMNI MANAGEMENT GROUP
 AS CLAIMS AND NOTICING AGENT FOR THE CLERK OF THE BANKRUPTCY COURT
 UNDER 28 U.S.C. § 156(c) *NUNC PRO TUNC* TO THE PETITION DATE
AND GRANTING RELATED RELIEF**

TO THE HONORABLE ROBERT D. DRAIN, UNITED STATES BANKRUPTCY JUDGE:

The debtor and debtor in possession in the above-captioned case (the "Debtor")¹ hereby applies (the "Application") for entry of an order, pursuant to section 156(c) of title 28 of the United States Code approving the Debtor's agreement with Omni Management Group ("Omni") and appointing Omni as claims and noticing agent ("Claims and Noticing Agent") for the Clerk (defined below). In support of the Application, the Debtor relies upon and incorporates by reference the *Declaration of Brian K. Osborne in Support of the Application of the Debtor For Order Authorizing Retention and Appointment of Omni Management Group as Claims and Noticing Agent For the Clerk of the Bankruptcy Court Under 28 U.S.C. §156(c) Nunc Pro Tunc to May 2, 2011 and Granting Related Relief* (the "Osborne Declaration") attached hereto as

¹ The last four digits of the Debtor's federal tax identification number are 6659.

Exhibit A, and the *Declaration of Cynthia Harriss in Support of First Day Pleadings* dated May 2, 2011. In further support of the Application, the Debtor, by and through its undersigned counsel, respectfully represents:

BACKGROUND

General

1. On May 2, 2011 (the "Petition Date"), the Debtor commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtor is authorized to operate its businesses and manage its properties as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory creditors' committee has been appointed in this chapter 11 case.

The Debtor's Businesses

2. Metropark was founded in 2004 to capitalize on the large Gen Y segment (the 25-35 year old customer) who had moved on from teen retailers, but were still looking for fashion-forward apparel and accessories. Through a multi-channel sales strategy, including sales through brick-and-mortar stores and e-commerce, Metropark caters to trendsetting young adult customers by offering a unique and highly differentiated merchandise assortment introducing a "Fashion, Music, Art" philosophy into the marketplace.

3. Since its founding in 2004, Metropark has grown rapidly from its four original store locations to approximately 70 stores in 21 states, in addition to its newly redesigned online retail presence at www.metroparkusa.com. Metropark offers its customers a unique mix of premium quality apparel and accessories geared toward the 25-35 year old trendsetter. The Metropark retail stores provide a truly unique experiential lifestyle shopping environment including, style consultants, in-store events (e.g. live art installations, fashion shows and DJ performances) and a carefully edited inventory assortment of highly sought after brands with a strong offering of up and coming, fashion forward designer talent to deliver an authentic and culturally relevant mix of diverse brands to the customer.

4. As a result of several internal and external factors, the Debtor faced extraordinary liquidity constraints in the first quarter of 2011. Because of this reality, the Debtor spent the better part of the first quarter of 2011 trying to identify a financial partner to provide an equity infusion, debt investment or otherwise stabilize the financial wherewithal of the Company. Unfortunately, a transaction in the best interest of the Company, its creditors and its shareholders was not available outside of chapter 11 and the Company has reached the end of its liquidity runway. Accordingly, the Debtor has determined that the commencement of this case would provide the sole opportunity to, among other things, sell substantially all of the assets of the Debtor as a going concern or liquidation and, if successful in identifying a going concern buyer, right-size the Debtor's business through (i) the evaluation and elimination of liabilities that serve as a drain on the Debtor's profitability, and (ii) operational improvements.

JURISDICTION

5. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 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. The statutory predicates for the relief requested herein are 28 U.S.C. § 156(c), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 5075-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules").

RELIEF REQUESTED

6. By this Application, the Debtor seeks entry of an order authorizing it to retain and employ Omni as Claims and Noticing Agent to, among other tasks, (i) serve as the noticing agent to mail notices to the estate's creditors and parties in interest, (ii) provide computerized claims and claim objection database services, and (iii) provide expertise, consultation, and assistance in claim and ballot processing and other administrative information with respect to the Debtor's bankruptcy case, pursuant to the provisions of the engagement agreement (the "Engagement Letter"), attached hereto as **Exhibit B**.

BASIS FOR RELIEF

7. The Debtor has many creditors, potential creditors, and parties in interest to whom the Debtor and/or the office of the Clerk of the Bankruptcy Court for the Southern District of New York (the "Clerk") must serve various notices, pleadings, and other documents filed in this case. Such parties in interest will produce numerous proofs of claim that must be docketed and administered. The size of the Debtor's creditor body makes it impracticable for the Debtor to, without assistance, undertake the task of sending notices and dealing with claims. Moreover, upon information and belief, the Clerk is not equipped to efficiently and effectively serve notice on the large number of creditors and parties in interest and docket claims during the Debtor's chapter 11 case.

8. The United States Bankruptcy Court for the Southern District of New York has promulgated a protocol "to ensure the use of competitive process in the selection of claims agents in instances where the Court has authorized such use under 28 U.S.C. § 156(c)" (the "Claims Agents Protocol"). S.D.N.Y. Protocol for the Employment of Claims Agents (Bankr. S.D.N.Y. Jan. 23, 2008). In compliance with the Claims Agents Protocol, the Debtor obtained and reviewed engagement proposals from three court-approved notice and claims agents, including Omni. First, the Debtor provided each court-approved notice and claims agent the basic facts about the Debtor's case and asked each company to submit a written proposal based upon such facts. The Debtor then sought price concessions from the most competitive notice and claims agent. In the end, the Debtor selected Omni as its notice and claims agent based upon their capability and favorable price terms.

QUALIFICATIONS

9. Omni is one of the country's leading chapter 11 administrators with expertise in noticing, claims processing, claims reconciliation and distribution and ballot tabulation. Omni has acted as claims and noticing agent in hundreds of bankruptcy cases and is well qualified to provide the Debtor with experienced services as claims, noticing, balloting

and administrative agent in connection with this chapter 11 case. Among some of the larger chapter 11 cases in which Omni has acted, or currently is acting, as notice agent, claims agent and/or balloting agent to the debtor, are: Innkeepers USA Trust, Mervyns Holdings, Refco, Inc., Monaco Coach Corporation, Robbins Bros., WL Homes, LLC, eToys Direct 1, LLC, Three A's Holding, Owens Corning, Maxide Acquisition, Inc., Peregrine Systems, Inc., Service Merchandise Company; Federal Employees' Distributing Company, d/b/a Fedco., Inc.; The Singer Company; Incomnet Communications, Inc.; Pacific Gas & Electric; Advanced Environmental; and Sabratek Corporation. In light of Omni's experience and the efficient and cost-effective methods that it has developed, the Debtor's estate and creditors will clearly benefit from the appointment of Omni as the claims and noticing agent in this Chapter 11 cases.

APPLICABLE AUTHORITY

10. The engagement of Omni as the Claims and Noticing Agent is expressly authorized under 28 U.S.C. § 156(c), Bankruptcy Rule 2002 and Local Rule 5075-1(a). Under 28 U.S.C. § 156(c), this Court is authorized to utilize facilities or services, other than those of the Clerk's Office, to administer bankruptcy cases including matters such as providing required notices, record-keeping, and claims docketing assistance. See 28 U.S.C. § 156(c). Similarly, Bankruptcy Rule 2002 authorizes the Court to direct some person other than the Clerk of the Court to give notices required under Bankruptcy Rule 2002. See Fed. R. Bankr. P. 2002(f). Moreover, Local Rule 5075-1(a) provides that the Court may direct the use of agents to file Court records, to issue notices, to maintain case dockets, and to maintain and disseminate other administrative information. See S.D.N.Y. LR 5075-1(a).

11. Courts have routinely granted to business debtors the same or substantially similar relief to that requested in this Application. See, e.g., In re The Great Atlantic & Pacific Tea Company, Inc., Case No. 10-24549 (RDD) (Bankr. S.D.N.Y. 2010); In re Crabtree & Evelyn, Ltd., Case No. 09-14267 (BRL) (Bankr. S.D.N.Y. 2009); In re Dana Corp., et al., Case No. 06-10354 (BRL) (Bankr. S.D.N.Y. 2006); In re Musicland Holding Corp., et al.,

Case No. 06-10064 (SMB) (Bankr. S.D.N.Y. 2006); In re Refco Inc., et al., Case No. 05-60006 (RDD) (Bankr. S.D.N.Y. 2006); In re Delphi Corp., et al., Case No. 05-44481 (RDD) (Bankr. S.D.N.Y. 2005); In re Winn-Dixie Stores, Inc., et al., Case No. 05-11063 (RDD) (Bankr. S.D.N.Y. 2005).

DISINTERESTEDNESS

12. Although the Debtor does not propose to retain Omni under section 327 of the Bankruptcy Code, to the best of the Debtor's knowledge, and as disclosed in the Osborne Declaration, the members and employees of Omni do not hold or represent an interest materially adverse to the Debtor's estate with respect to any matter upon which Omni is to be engaged.

13. To the best of the Debtor's knowledge, Omni 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, in that its members and employees

- (a) are not creditors, equity security holders or insiders of the Debtor; and
- (b) are not and were not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the Debtor.

14. As set forth in the Osborne Declaration:

- (a) Omni, in its capacity as Claims and Noticing Agent, is not and will not be employed by the U.S. government or any federal agency (collectively, the "Government") and will not seek any compensation from the Government;
- (b) By accepting employment in this chapter 11 case, Omni waives any right to receive compensation from the Government;
- (c) In its capacity as Claims and Noticing Agent, Omni is not an agent of the Government and is not acting on behalf of the Government;
- (d) Omni will not misrepresent any fact to the public; and
- (e) Omni will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this chapter 11 case.

SCOPE OF SERVICES

15. The Debtor proposes to retain Omni on the terms and conditions set forth in the Engagement Letter. Under the Engagement Letter, Omni may perform the following services, as the Claims and Noticing Agent, at the request of the Debtor or the Clerk:

- (a) Maintain the creditor matrix;
- (b) Prepare and serve required notices in this chapter 11 case, including, but not limited to:
 - (i) A notice of the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - (ii) A notice of the claims bar date;
 - (iii) Notices of objections to claims;
 - (iv) Notices of any hearings on a disclosure statement and confirmation of a plan of liquidation;
 - (v) Such other miscellaneous notices as the Debtor or the Court may deem necessary or appropriate for an orderly administration of this chapter 11 case; and
 - (vi) Assist in the publication of required notices, as necessary;
- (c) Within five (5) business days after the service of a particular notice, prepare for filing with the Clerk an affidavit of service that includes (i) a copy of the notice served, (ii) an alphabetical list of persons on whom the notice was served, along with their addresses, and (iii) the date and manner of service;
- (d) Assist the Debtor in filing its Schedules of Assets and Liabilities, Schedules of Executory Contracts and Unexpired Leases, and Statements of Financial Affairs;
- (e) Provide the filing location for all proofs of claim and proofs of interest, and receive and maintain copies of all proofs of claim and proofs of interest filed in this case;
- (f) Maintain official claims registers in this case by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such 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 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;
- (g) Implement necessary security measures to ensure the completeness and integrity of the claims registers;
 - (h) Transmit to the Clerk a copy of the claims registers on a weekly basis, unless requested by the Clerk on a more or less frequent basis;
 - (i) Maintain a current mailing list for all entities that have filed proofs of claim or proofs of interest and make such list available to the Clerk or any party in interest upon request;
 - (j) Provide access to the public for examination of copies of the proofs or claim or proofs of interest filed in this case without charge during regular business hours;
 - (k) Create and maintain a public access website setting forth pertinent case information and allowing access to electronic copies of proofs of claim or proofs of interest;
 - (l) Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and give notice of such transfers as required by Bankruptcy Rule 3001(e);
 - (m) Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements;
 - (n) Assign temporary employees to process claims, as necessary;
 - (o) Promptly comply with such further conditions and requirements as the Clerk or the Court may at any time prescribe;
 - (p) Provide balloting, and solicitation services, including preparing ballots, producing personalized ballots, and tabulating creditor ballots on a daily basis;
 - (q) Thirty days prior to the close of the case, an Order dismissing Omni shall be submitted terminating the services of Omni upon completion of its duties and responsibilities and upon the closing of the case; and
 - (r) At the close of the case, box and transport all original documents, in proper format, as provided by the clerk's office, to the Federal

Archives Record Administration, located at Central Plains Region,
200 Space Center Drive, Lee's Summit, MO 64064.

16. The fees to be charged by Omni are set forth on the pricing schedule attached to the Engagement Letter. The Debtor respectfully submits that the rates to be charged by Omni for its services as Claims and Noticing Agent are competitive and comparable to the rates charged by its competitors for similar services.

17. The Debtor requests authority to compensate and reimburse Omni in accordance with the payment terms, procedures and conditions set forth in the Engagement Letter for services rendered and expenses incurred in connection with the Debtor's chapter 11 case.

18. The Debtor requests that the fees and expenses of Omni incurred in performing the services described above be treated as an administrative expense of the Debtor's chapter 11 estate and be paid by the Debtor in the ordinary course of business. As an administrative agent and an adjunct to the Court, the Debtor does not believe that Omni 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. Specifically, the Debtor proposes to compensate Omni on a monthly basis for those services performed by Omni during the preceding calendar month, on or after that date which is ten (10) calendar days following service of the relevant monthly invoice on each of: (i) the Debtor, (ii) counsel for the Debtor, (iii) the Office of the United States Trustee, and (iv) counsel for any statutory creditors' committee that has been appointed in this chapter 11 case (collectively, the "Notice Parties"). In the event that one or more of the Notice Parties objects to the invoice within the ten day period following service of a monthly invoice as provided for herein, the Debtor will pay Omni only the undisputed portion of the invoice, if any. If an objection to an invoice is made, the objecting party shall schedule a hearing before the Court to consider the disputed invoice or the disputed portion thereof, as applicable. The Debtor shall pay the

disputed portion of any such invoice to Omni only upon authorization of the Court that such disputed portion, or a sub-portion thereof, shall be paid, following notice and hearing thereon. If any dispute arises between Omni and the Debtor with respect to fees and expenses, such dispute shall be presented to the Court for resolution.

19. For all of the foregoing reasons, the Debtor believes that the retention of Omni as the Claims and Noticing Agent is appropriate and in the best interests of the Debtor, and its estate and creditors.

NOTICE

20. The Debtor has served notice of this Application on (i) the U.S. Trustee (Attn: Susan Golden, Esq.), (ii) Riemer & Braunstein LLP, Three Center Plaza, Boston, MA 02108 (Attn: Donald E. Rothman, Esq.) as counsel for Wells Fargo Bank, N.A., (iii) Solomon Ward Seidenwurm & Smith, LLP, 401 B Street, Ste. 1200 San Diego, CA 92101 (Attn: Michael D. Breslauer, Esq.) as counsel to Bricoleur Capital Partners, LP in its capacity as second lien agent and (iv) the Debtor's 30 largest unsecured creditors. In light of the nature of the relief requested, the Debtor submits that no other or further notice need be provided.

21. No previous request for the relief sought herein has been made by the Debtor to this or any other court.

WHEREFORE, the Debtor respectfully requests that the Court grant the relief requested herein and such other and further relief as is just and appropriate.

Dated: May 2, 2011
Los Angeles, California

Respectfully submitted,

Metropark USA, Inc.

By: /s/ Cynthia Harriss
Name: Cynthia Harriss
Title: Chief Executive Officer

EXHIBIT A

Declaration of Brian K. Osborne

[See Attached]



April 28, 2011

Cynthia Harriss, CEO
Metropark USA, Inc.
5750 Grace Place
Los Angeles, CA 90022

Re: Retention of Omni Management Group

Dear Ms. Harriss:

This letter (the "Agreement") will acknowledge that you have requested Omni Management Group, LLC ("Omni") to provide services to Metropark USA, Inc. ("Metropark" or the "Company") in preparation of, and in connection with, the Company's anticipated chapter 11 filing. Omni will make itself available to the Company, as requested, for the purposes of assisting the Company with pre- and post-petition case administration matters including preparation and management of the creditor matrix, preparation of schedules of assets and liabilities and statement of financial affairs, claims management, noticing, plan solicitation and tabulation, distribution, the development and maintenance of an informational website and any other services as may be requested by the Company.

The services to be rendered by Omni will be billed at our normal hourly rates which range from \$35.00 to \$275.00 per hour as per the attached rate sheet. For the purposes of this chapter 11 proceeding, Omni will cap its hourly rates at \$250.00 per hour. In addition, Omni will waive its \$.05 charge for document folding and insertion. Rates are adjusted annually on January 2nd of each year, and are subject to increases not to exceed ten (10%) percent per annum. Increases greater than ten (10%) percent per annum will be discussed with you, and be subject to your prior approval, before becoming effective.

All charges will be on a portal-to-portal basis plus out-of-pocket expenses. Omni shall be compensated on a monthly basis for those services performed by Omni during the preceding calendar month. Invoices are payable upon submission.



Cynthia Harriss, CEO
April 28, 2011
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Each of Omni and Metropark, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

The parties understand that the software programs and other materials furnished by Omni pursuant to this Agreement and/or developed during the course of this Agreement by Omni are the sole property of Omni. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Omni's performance of its services developed during the course of its Agreement by Omni shall be the exclusive property of Omni. Upon the Company's request at any time or times while this Agreement is in effect, Omni shall immediately deliver to the Company and/or the Company's retained professionals, at the Company's expense, any or all of the non-proprietary data and records held by Omni pursuant to this Agreement, in the form requested by the Company.

This Agreement is terminable at will by the parties hereto upon thirty (30) days written notice. In the event that this Agreement is terminated, regardless of the reason for such termination, Omni shall cooperate with the Company to maintain an orderly transfer of all records, data and information and record keeping functions, and shall provide all



Cynthia Harriss, CEO
April 28, 2011
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necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Omni's then existing prices for such services.

Please acknowledge the above by signing and returning a copy of this letter. Should you have any questions regarding the above, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul H. Deutch", is written over a horizontal line. The signature is fluid and cursive.

Paul H. Deutch

Enc.

cc: Robert Berger
Eric Schwarz
Brian Osborne

METROPARK USA, INC.

Date: 4/28/11

By: 
Cynthia Harriss, CEO

OMNI MANAGEMENT GROUP, LLC

www.omnimgt.com

Rate Sheet
Rates Effective: January 2, 2011

HOURLY RATES FOR STANDARD AND CUSTOM SERVICES	RATE/COST
Senior Consultants	\$195.00 - \$275.00 per hour
Consultants/Project Specialists	\$75.00 - \$150.00 per hour
Programming	\$130.00 - \$185.00 per hour
Clerical Support	\$35.00 - \$95.00 per hour
Quality Assurance	\$35.00 - \$75.00 per hour
PRINTING AND NOTICING SERVICES	
Copy	\$.10 per image
Document folding and insertion	\$0.05
Labels/Envelope Printing	\$.07 each
E-mail noticing	\$50.00 per 1,000
Facsimile noticing	\$.20/image
Postage	At cost
	(Advance payment required for postage charges over \$10,000)
Envelopes	Varies by size
NEWSPAPER LEGAL NOTICE PUBLISHING	
Coordinate and Publish Legal Notice	Quote prior to publishing
CLAIMS MANAGEMENT	
Inputting proofs of claim	\$1.50 per claim
	(These are flat rate charges; no hourly rates are applied to the inputting of claims)
Scanning	\$.20/image, plus \$35 per hour
Remote Internet Access for claims management	
Setup	No charge
Access	\$250 per month per debtor (3 users)
Add'l users	\$70.00 per add'l user/per month
CREDITOR DATABASE	
Data Storage	\$.07 per creditor per month
INFORMATIONAL WEBSITE	
Creation, configuration and initial setup	No charge
Data entry/information updates	\$75 - \$95 per hour
Programming and customization	\$130 - \$200 per hour
Debtor Website Hosting	No charge
Committee Website Hosting	No charge
Scanning	\$.20/image, plus \$35 per hour
VIRTUAL DATA ROOMS	
	Quote upon request
CALL CENTERS / DEDICATED LINE	
Creation, configuration and initial setup	No charge
Hosting Fee	\$5.50 per month
Usage	\$.0825 per minute
Service rates (actual talk and log-entry time)	\$75.00 per hour
CASE DOCKET/CLAIMS REGISTER	
	No charge
SOLICITATION AND TABULATION	
Plan and Disclosure Statement Mailings	Quoted prior to printing
Ballot Tabulation	Standard service rates apply
SCHEDULES/SoFA	
Preparation and updating of Schedules and SoFAs	\$65.00 - \$275.00 per hour
PRE-PETITION CONSULTING SERVICES	
(e.g., preparation of cash flow, analysis of cash management system, evaluation of insurance coverage, assist with payroll, assist procurement and distribution of cashiers checks)	Standard service rates apply

OMNI MANAGEMENT GROUP, LLC

www.omnimgt.com

Rate Sheet
Rates Effective: January 2, 2011

TRUST REPORTING COMPLIANCE	Standard service rates apply
(e.g., assist debtors to satisfy jurisdictional requirements, preparation of monthly operating and post-confirmation reports)	
LIQUIDATING/DISBURSING AGENT	Standard service rates apply
(e.g., comply with Plan requirements, preparation of disbursement reports, payout calculations, check generation, bank reconciliations)	
MISCELLANEOUS	
Telephone charges	At cost
Delivery	At cost
Archival DVD/CD-Rom	\$40.00 per copy

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

----- X
In re : Chapter 11
METROPARK USA, INC., :
Debtor. : Case No. 11-_____ (RDD)
----- X

**DECLARATION OF BRIAN K. OSBORNE IN SUPPORT OF
APPLICATION OF THE DEBTOR FOR ORDER AUTHORIZING
RETENTION AND APPOINTMENT OF OMNI MANAGEMENT GROUP AS CLAIMS AND
NOTICING AGENT FOR THE CLERK OF THE BANKRUPTCY COURT
UNDER 28 U.S.C. §156(c) *NUNC PRO TUNC* TO MAY 2, 2011
AND GRANTING RELATED RELIEF**

I, Brian K. Osborne, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Member of Omni Management Group, LLC ("Omni") and I am authorized to submit this Declaration on behalf of Omni. I submit this Declaration in Support of the *Application of the Debtor For Order Authorizing Retention and Appointment of Omni Management Group as Claims and Noticing Agent For the Clerk of the Bankruptcy Court Under 28 U.S.C. §156(c) Nunc Pro Tunc to May 2, 2011 and Granting Related Relief* (the "Application").¹ Except as otherwise noted, I have personal knowledge of the matters set forth herein.

2. Omni specializes in providing claims management and data processing services to chapter 11 debtors in connection with noticing, claims processing, claims reconciliation, and distribution and ballot tabulation. Omni also specializes and has expertise in serving as outside claims agent to the United States Bankruptcy Court with respect to all

¹ Capitalized terms used herein by not defined herein shall have the meaning ascribed to such terms in the Application.

aspects of claims administration, including docketing and storage of claims, maintenance of claims registers, and related noticing services.

3. As claims, noticing, soliciting and balloting agent in this case (the “Claims and Noticing Agent”), the services Omni proposes to render to the office of the Clerk of the Bankruptcy Court for the Southern District of New York (the “Clerk”) and the Debtor in accordance with the terms of the Engagement Letter (as that term is defined in the Application) may include the following:

- (a) Maintain the creditor matrix;
- (b) Prepare and serve required notices in this chapter 11 case, including, but not limited to:
 - (i) A notice of the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - (ii) A notice of the claims bar date;
 - (iii) Notices of objections to claims;
 - (iv) Notices of any hearings on a disclosure statement and confirmation of a plan of liquidation;
 - (v) Such other miscellaneous notices as the Debtor or the Court may deem necessary or appropriate for an orderly administration of this chapter 11 case; and
 - (vi) Assist in the publication of required notices, as necessary;
- (c) Within five (5) business days after the service of a particular notice, prepare for filing with the Clerk an affidavit of service that includes (i) a copy of the notice served, (ii) an alphabetical list of persons on whom the notice was served, along with their addresses, and (iii) the date and manner of service;
- (d) Assist the Debtor in filing its Schedules of Assets and Liabilities, Schedules of Executory Contracts and Unexpired Leases, and Statements of Financial Affairs;
- (e) Provide the filing location for all proofs of claim and proofs of interest, and receive and maintain copies of all proofs of claim and proofs of interest filed in this case;
- (f) Maintain official claims registers in this case by docketing all proofs of claim and proofs of interest in a claims database that

includes the following information for each such 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 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;
- (g) Implement necessary security measures to ensure the completeness and integrity of the claims registers;
 - (h) Transmit to the Clerk a copy of the claims registers on a weekly basis, unless requested by the Clerk on a more or less frequent basis;
 - (i) Maintain a current mailing list for all entities that have filed proofs of claim or proofs of interest and make such list available to the Clerk or any party in interest upon request;
 - (j) Provide access to the public for examination of copies of the proofs or claim or proofs of interest filed in this case without charge during regular business hours;
 - (k) Create and maintain a public access website setting forth pertinent case information and allowing access to electronic copies of proofs of claim or proofs of interest;
 - (l) Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and give notice of such transfers as required by Bankruptcy Rule 3001(e);
 - (m) Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements;
 - (n) Assign temporary employees to process claims, as necessary;
 - (o) Promptly comply with such further conditions and requirements as the Clerk or the Court may at any time prescribe;
 - (p) Provide balloting, and solicitation services, including preparing ballots, producing personalized ballots, and tabulating creditor ballots on a daily basis;

- (q) Thirty days prior to the close of the case, an Order dismissing Omni shall be submitted terminating the services of Omni upon completion of its duties and responsibilities and upon the closing of the case; and
- (r) At the close of the case, box and transport all original documents, in proper format, as provided by the clerk's office, to the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064.

4. Although the Debtor does not propose to retain Omni under section 327 of the Bankruptcy Code, Omni has nonetheless conducted a conflicts analysis and, to the best of its knowledge, Omni neither holds nor represents an interest adverse to the Debtor's estate nor has a connection to the Debtor, its creditors or their related parties with respect to any matter for which Omni will be employed. Omni may have relationships with certain of the Debtor's creditors as vendors or in connection with cases in which Omni serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor. To the best of my knowledge, such relationships are completely unrelated to this chapter 11 case. In addition, Omni personnel may have relationships with some of the Debtor's creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to this chapter 11 case. Omni has and will continue to represent clients in matters unrelated to this chapter 11 case. In addition, Omni has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtor's case in matters unrelated to this case.

5. To the best of my knowledge, Omni 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, in that its members and employees

- (a) are not creditors, equity security holders or insiders of the Debtor; and
- (b) are not and were not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the Debtor.

6. On behalf of Omni, I hereby represent that
 - (a) Omni, in its capacity as Claims and Noticing Agent, is not and will not be employed by the U.S. government or any federal agency (collectively, the "Government") and will not seek any compensation from the Government;
 - (b) By accepting employment in this chapter 11 case, Omni waives any right to receive compensation from the Government;
 - (c) In its capacity as Claims and Noticing Agent, Omni is not an agent of the Government and is not acting on behalf of the Government;
 - (d) Omni will not misrepresent any fact to the public; and
 - (e) Omni will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this chapter 11 case.

7. Omni has assisted and advised numerous chapter 11 debtors in connection with noticing, claims administration and reconciliation, and the administration of plan votes. Omni has provided identical or substantially similar services in other chapter 11 cases, including: Innkeepers USA Trust, Mervyns Holdings, Refco, Inc., Monaco Coach Corporation; Robbins Bros.; WL Homes, LLC; eToys Direct 1, LLC; Three A's Holding; Owens Corning; Maxide Acquisition, Inc.; Peregrine Systems, Inc.; Service Merchandise Company; Federal Employees' Distributing Company, d/b/a Fedco., Inc.; The Singer Company; Incomnet Communications, Inc.; Pacific Gas & Electric; Advanced Environmental; and Sabratek Corporation, among others.

8. Accordingly, I believe Omni is well qualified to act as Claims and Noticing Agent for the Debtor's chapter 11 case.

9. As compensation for its services, Omni will charge the rates set forth in the pricing schedule attached to the Engagement Letter. These rates are comparable to those charged by other providers of similar services and they are at least as favorable as the rates Omni charges to other chapter 11 debtors for similar services.

10. Omni will comply with all requests of the Clerk and follow the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c) and Local Rule 5075-1(a). In addition, Omni has complied and will comply with all of its obligations and responsibilities under the Protocol for the Employment of Claims and Noticing Agents, dated May 8, 2006 (as revised January 23, 2008), as may be amended, issued by the Clerk of the Court.

Executed on this 2nd day of May 2011.

/s/ Brian K. Osborne
Brian K. Osborne

EXHIBIT B
Engagement Letter

[See Attached]



April 28, 2011

Cynthia Harriss, CEO
Metropark USA, Inc.
5750 Grace Place
Los Angeles, CA 90022

Re: Retention of Omni Management Group

Dear Ms. Harriss:

This letter (the "Agreement") will acknowledge that you have requested Omni Management Group, LLC ("Omni") to provide services to Metropark USA, Inc. ("Metropark" or the "Company") in preparation of, and in connection with, the Company's anticipated chapter 11 filing. Omni will make itself available to the Company, as requested, for the purposes of assisting the Company with pre- and post-petition case administration matters including preparation and management of the creditor matrix, preparation of schedules of assets and liabilities and statement of financial affairs, claims management, noticing, plan solicitation and tabulation, distribution, the development and maintenance of an informational website and any other services as may be requested by the Company.

The services to be rendered by Omni will be billed at our normal hourly rates which range from \$35.00 to \$275.00 per hour as per the attached rate sheet. For the purposes of this chapter 11 proceeding, Omni will cap its hourly rates at \$250.00 per hour. In addition, Omni will waive its \$.05 charge for document folding and insertion. Rates are adjusted annually on January 2nd of each year, and are subject to increases not to exceed ten (10%) percent per annum. Increases greater than ten (10%) percent per annum will be discussed with you, and be subject to your prior approval, before becoming effective.

All charges will be on a portal-to-portal basis plus out-of-pocket expenses. Omni shall be compensated on a monthly basis for those services performed by Omni during the preceding calendar month. Invoices are payable upon submission.



Cynthia Harriss, CEO
April 28, 2011
Page 2

Each of Omni and Metropark, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

The parties understand that the software programs and other materials furnished by Omni pursuant to this Agreement and/or developed during the course of this Agreement by Omni are the sole property of Omni. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Omni's performance of its services developed during the course of its Agreement by Omni shall be the exclusive property of Omni. Upon the Company's request at any time or times while this Agreement is in effect, Omni shall immediately deliver to the Company and/or the Company's retained professionals, at the Company's expense, any or all of the non-proprietary data and records held by Omni pursuant to this Agreement, in the form requested by the Company.

This Agreement is terminable at will by the parties hereto upon thirty (30) days written notice. In the event that this Agreement is terminated, regardless of the reason for such termination, Omni shall cooperate with the Company to maintain an orderly transfer of all records, data and information and record keeping functions, and shall provide all



Cynthia Harriss, CEO
April 28, 2011
Page 3

necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Omni's then existing prices for such services.

Please acknowledge the above by signing and returning a copy of this letter. Should you have any questions regarding the above, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul H. Deutch", is written over a horizontal line. The signature is fluid and cursive.

Paul H. Deutch

Enc.

cc: Robert Berger
Eric Schwarz
Brian Osborne

METROPARK USA, INC.

Date: 4/28/11

By: 
Cynthia Harriss, CEO

OMNI MANAGEMENT GROUP, LLC

www.omnimgt.com

Rate Sheet
Rates Effective: January 2, 2011

HOURLY RATES FOR STANDARD AND CUSTOM SERVICES	RATE/COST
Senior Consultants	\$195.00 - \$275.00 per hour
Consultants/Project Specialists	\$75.00 - \$150.00 per hour
Programming	\$130.00 - \$185.00 per hour
Clerical Support	\$35.00 - \$95.00 per hour
Quality Assurance	\$35.00 - \$75.00 per hour
PRINTING AND NOTICING SERVICES	
Copy	\$.10 per image
Document folding and insertion	\$0.05
Labels/Envelope Printing	\$.07 each
E-mail noticing	\$50.00 per 1,000
Facsimile noticing	\$.20/image
Postage	At cost
	(Advance payment required for postage charges over \$10,000)
Envelopes	Varies by size
NEWSPAPER LEGAL NOTICE PUBLISHING	
Coordinate and Publish Legal Notice	Quote prior to publishing
CLAIMS MANAGEMENT	
Inputting proofs of claim	\$1.50 per claim
	(These are flat rate charges; no hourly rates are applied to the inputting of claims)
Scanning	\$.20/image, plus \$35 per hour
Remote Internet Access for claims management	
Setup	No charge
Access	\$250 per month per debtor (3 users)
Add'l users	\$70.00 per add'l user/per month
CREDITOR DATABASE	
Data Storage	\$.07 per creditor per month
INFORMATIONAL WEBSITE	
Creation, configuration and initial setup	No charge
Data entry/information updates	\$75 - \$95 per hour
Programming and customization	\$130 - \$200 per hour
Debtor Website Hosting	No charge
Committee Website Hosting	No charge
Scanning	\$.20/image, plus \$35 per hour
VIRTUAL DATA ROOMS	
	Quote upon request
CALL CENTERS / DEDICATED LINE	
Creation, configuration and initial setup	No charge
Hosting Fee	\$5.50 per month
Usage	\$.0825 per minute
Service rates (actual talk and log-entry time)	\$75.00 per hour
CASE DOCKET/CLAIMS REGISTER	
	No charge
SOLICITATION AND TABULATION	
Plan and Disclosure Statement Mailings	Quoted prior to printing
Ballot Tabulation	Standard service rates apply
SCHEDULES/SoFA	
Preparation and updating of Schedules and SoFAs	\$65.00 - \$275.00 per hour
PRE-PETITION CONSULTING SERVICES	
(e.g., preparation of cash flow, analysis of cash management system, evaluation of insurance coverage, assist with payroll, assist procurement and distribution of cashiers checks)	Standard service rates apply

OMNI MANAGEMENT GROUP, LLC

www.omnimgt.com

Rate Sheet
Rates Effective: January 2, 2011

TRUST REPORTING COMPLIANCE	Standard service rates apply
(e.g., assist debtors to satisfy jurisdictional requirements, preparation of monthly operating and post-confirmation reports)	
LIQUIDATING/DISBURSING AGENT	Standard service rates apply
(e.g., comply with Plan requirements, preparation of disbursement reports, payout calculations, check generation, bank reconciliations)	
MISCELLANEOUS	
Telephone charges	At cost
Delivery	At cost
Archival DVD/CD-Rom	\$40.00 per copy

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

-----	X	
	:	
In re	:	Chapter 11
	:	
METROPARK USA, INC.,	:	
	:	
Debtor.	:	Case No. 11-_____ (RDD)
	:	
-----	X	

**ORDER AUTHORIZING RETENTION AND APPOINTMENT
OF OMNI MANAGEMENT GROUP AS CLAIMS AND NOTICING AGENT
FOR THE CLERK OF THE BANKRUPTCY COURT
UNDER 28 U.S.C. §156(c) *NUNC PRO TUNC* TO MAY 2, 2011
AND GRANTING RELATED RELIEF**

Upon the application (the "Application")¹ dated May 2, 2011 of the above-captioned debtor and debtor in possession (the "Debtor")² for an order, pursuant to 28 U.S.C. § 156(c), approving the agreement with Omni Management Group ("Omni") and appointing Omni as claims and noticing agent (the "Claims and Noticing Agent"); and upon the *Declaration of Cynthia Harriss in Support of First Day Motions*; and upon the *Declaration of Brian K. Osborne in Support of the Application of the Debtor For Order Authorizing Retention and Appointment of Omni Management Group as Claims and Noticing Agent For the Clerk of the Bankruptcy Court Under 28 U.S.C. §156(c) Nunc Pro Tunc to May 2, 2011 and Granting Related Relief* filed with the Court concurrently with the Application; and the Debtor having estimated that there may be thousands of creditors in this chapter 11 case, many of which are expected to file proofs of claims, and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtor's expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

² The last four digits of the Debtor's federal tax identification number are 6659.

proofs of claim; and the Court being satisfied that Omni has the capability and experience to provide such services and that Omni does not hold an interest adverse to the Debtor or its estate respecting the matters upon which it is to be engaged; and good and sufficient notice of the Application having been given; and no other or further notice being required; and it appearing that the employment of Omni is in the best interests of the Debtor, its estate and creditors; and sufficient cause appearing therefor; IT IS HEREBY

ORDERED that the Application is granted to the extent provided herein; and it is further

ORDERED that the Debtor is authorized to enter into the Engagement Letter, attached hereto as **Exhibit A**; and it is further

ORDERED that the Debtor is authorized to retain Omni *nunc pro tunc* to May 2, 2011 to perform the administrative, noticing and other services set forth in the Application and Engagement Letter and to receive, maintain, record and otherwise administer the proofs of claim filed in this chapter 11 case; and it is further

ORDERED that Omni is appointed as agent for the Clerk and custodian of court records and, as such, is designated as the authorized repository for all proofs of claim filed in this chapter 11 case and is authorized and directed to maintain official claims registers for the Debtor and to provide the Clerk with a certified duplicate thereof upon request by the Clerk; and it is further

ORDERED that Omni is authorized to perform all of the services described in the Application and the Engagement Letter, including, but not limited to, those related tasks to process the proofs of claim and maintain a claims register; and it is further

ORDERED that the Debtor is authorized to obtain a special post office box for the receipt of proofs of claim; and it is further

ORDERED that Omni is authorized to take such other action to comply with all duties set forth in the Application; and it is further

ORDERED that the Debtor is authorized to compensate Omni on a monthly basis and without further order of the Court for those services performed by Omni during the preceding calendar month, on or after that date which is ten (10) calendar days following service of the relevant monthly invoice on each of: (i) the Debtor, (ii) counsel for the Debtor, (iii) the Office of the United States Trustee, and (iv) counsel for any statutory creditors' committee that has been appointed in this chapter 11 case (collectively, the "Notice Parties"). In the event that one or more of the Notice Parties objects to the invoice within the ten day period following service of a monthly invoice as provided for herein, the Debtor will pay Omni only the undisputed portion of the invoice, if any. If an objection to an invoice is made, the objecting party shall schedule a hearing before the Court to consider the disputed invoice or the disputed portion thereof, as applicable. The Debtor shall pay the disputed portion of any such invoice to Omni only upon authorization of the Court that such disputed portion, or a sub-portion thereof, shall be paid, following notice and hearing thereon. If any dispute arises between Omni and the Debtor with respect to fees and expenses, such dispute shall be presented to the Court for resolution; and it is further

ORDERED that if this case converts to one under chapter 7, Omni will continue to be paid for its services until the claims filed in the chapter 11 case have been completely processed; if claims agent representation is necessary in the converted chapter 7 case, Omni will continue to be paid in accordance with 28 U.S.C. §156(c) under the terms set out herein; and it is further

ORDERED that in the event Omni is unable to provide the services set out in this Order, Omni will immediately notify the Clerk and Debtor's attorney and cause to have all original proofs of claim and computer information turned over to another claims agent with the advice and consent of the Clerk and Debtor's attorney; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: May ____, 2011
White Plains, New York

HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Engagement Letter

[See Attached]



April 28, 2011

Cynthia Harriss, CEO
Metropark USA, Inc.
5750 Grace Place
Los Angeles, CA 90022

Re: Retention of Omni Management Group

Dear Ms. Harriss:

This letter (the "Agreement") will acknowledge that you have requested Omni Management Group, LLC ("Omni") to provide services to Metropark USA, Inc. ("Metropark" or the "Company") in preparation of, and in connection with, the Company's anticipated chapter 11 filing. Omni will make itself available to the Company, as requested, for the purposes of assisting the Company with pre- and post-petition case administration matters including preparation and management of the creditor matrix, preparation of schedules of assets and liabilities and statement of financial affairs, claims management, noticing, plan solicitation and tabulation, distribution, the development and maintenance of an informational website and any other services as may be requested by the Company.

The services to be rendered by Omni will be billed at our normal hourly rates which range from \$35.00 to \$275.00 per hour as per the attached rate sheet. For the purposes of this chapter 11 proceeding, Omni will cap its hourly rates at \$250.00 per hour. In addition, Omni will waive its \$.05 charge for document folding and insertion. Rates are adjusted annually on January 2nd of each year, and are subject to increases not to exceed ten (10%) percent per annum. Increases greater than ten (10%) percent per annum will be discussed with you, and be subject to your prior approval, before becoming effective.

All charges will be on a portal-to-portal basis plus out-of-pocket expenses. Omni shall be compensated on a monthly basis for those services performed by Omni during the preceding calendar month. Invoices are payable upon submission.



Cynthia Harriss, CEO
April 28, 2011
Page 2

Each of Omni and Metropark, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

The parties understand that the software programs and other materials furnished by Omni pursuant to this Agreement and/or developed during the course of this Agreement by Omni are the sole property of Omni. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Omni's performance of its services developed during the course of its Agreement by Omni shall be the exclusive property of Omni. Upon the Company's request at any time or times while this Agreement is in effect, Omni shall immediately deliver to the Company and/or the Company's retained professionals, at the Company's expense, any or all of the non-proprietary data and records held by Omni pursuant to this Agreement, in the form requested by the Company.

This Agreement is terminable at will by the parties hereto upon thirty (30) days written notice. In the event that this Agreement is terminated, regardless of the reason for such termination, Omni shall cooperate with the Company to maintain an orderly transfer of all records, data and information and record keeping functions, and shall provide all



Cynthia Harriss, CEO
April 28, 2011
Page 3

necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Omni's then existing prices for such services.

Please acknowledge the above by signing and returning a copy of this letter. Should you have any questions regarding the above, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul H. Deutch", is written over a horizontal line. The signature is fluid and cursive.

Paul H. Deutch

Enc.

cc: Robert Berger
Eric Schwarz
Brian Osborne

METROPARK USA, INC.

Date: 4/28/11

By: 
Cynthia Harriss, CEO

OMNI MANAGEMENT GROUP, LLC

www.omnimgt.com

Rate Sheet
Rates Effective: January 2, 2011

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Labels/Envelope Printing	\$.07 each
E-mail noticing	\$50.00 per 1,000
Facsimile noticing	\$.20/image
Postage	At cost
	(Advance payment required for postage charges over \$10,000)
Envelopes	Varies by size
NEWSPAPER LEGAL NOTICE PUBLISHING	
Coordinate and Publish Legal Notice	Quote prior to publishing
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OMNI MANAGEMENT GROUP, LLC

www.omnimgt.com

Rate Sheet
Rates Effective: January 2, 2011

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(e.g., comply with Plan requirements, preparation of disbursement reports, payout calculations, check generation, bank reconciliations)	
MISCELLANEOUS	
Telephone charges	At cost
Delivery	At cost
Archival DVD/CD-Rom	\$40.00 per copy