

Joseph T. Moldovan
David J. Kozlowski
Morrison Cohen LLP
909 Third Avenue
New York, NY 10022
Telephone: 212-735-8600
Facsimile: 212-735-8708
jmoldovan@morrisoncohen.com
dkozlowski@morrisoncohen.com

Proposed Counsel for Debtors and Debtors-in-Possession

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

In re:

S & A RETAIL, INC., *et al.*¹

Debtors.

Chapter 11
(Subchapter V)

Case No. 21-22174 (RDD)

(Joint Admin. Requested)

**DEBTORS' APPLICATION PURSUANT TO 28 U.S.C. § 156(c),
11 U.S.C. § 503(b)(1)(A), AND LOCAL RULE 5075-1 FOR AUTHORITY
TO RETAIN AND EMPLOY OMNI AGENT SOLUTIONS
AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF MARCH 26, 2021**

S & A Retail, Inc. and S & A Distribution, Inc., the above-captioned debtors and debtors-in-possession (“**Debtors**”), hereby submit this *Application Pursuant to 28 U.S.C. § 156(c), 11 U.S.C. § 503(b)(1)(A), and Local Rule 5075-1 for Authority to Retain and Employ Omni Agent Solutions as Claims and Noticing Agent Effective as of March 26, 2021* (“**Application**”) pursuant to section 156(c) of title 28 of the United

¹ The Debtors in these Chapter 11 Cases are S & A Distribution, Inc. (“**Distribution**”) and S & A Retail, Inc. (“**Retail**”). The last four digits of the Debtors’ federal tax identification numbers are: Distribution – 5366 and Retail – 1261. The Debtors’ mailing address is 334 S Buckhout St., Irvington, NY 10533.

States Code, sections 503(b)(1)(A) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (“**Bankruptcy Code**”), and Rule 5075–1 of the Local Bankruptcy Rules for the Southern District of New York (“**Local Bankruptcy Rules**”), authorizing the employment and retention of Omni Agent Solutions (“**Omni**”) as claims and noticing agent (“**Claims and Noticing Agent**”) in the Debtors’ chapter 11 cases. In support of this Application, Debtors submit (i) the declaration of Paul H. Deutch, Omni’s Executive Vice President, annexed hereto as **Exhibit B** (“**Deutch Declaration**”). In support of this Application, Debtors rely upon and incorporate by reference the *Declaration of Bridgette Nally in Support of Chapter 11 Petition and First Day Relief* (“**First Day Declaration**”), which was filed with the Court concurrently herewith, and respectfully represent:

JURISDICTION AND VENUE

1. This court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012. Debtor confirms its consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), to the entry of a final order by the Bankruptcy Court in connection with this Application to the extent that it is later determined that the Bankruptcy Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are section 156(c) of the Bankruptcy Code, Bankruptcy Rules 9013–1(a) and 5075–1(b), and the Court’s *Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c)* (dated June 17, 2013) (“**Claims Agent Protocol**”).

BACKGROUND

4. On March 26, 2021, Debtors filed voluntary Petitions (“**Petition Date**”) for relief under Subchapter V of Chapter 11 of the Bankruptcy Code. Under sections 1107(a) and 1108 of the Bankruptcy Code, Debtors are authorized and intend to continue to operate their businesses as a debtors-in-possession. No trustee has been appointed in these cases.

5. Debtors sell Geox branded footwear and apparel through wholesale and ecommerce distribution channels and at two retail locations in New York and Florida. Due to the worldwide COVID-19 pandemic, the retail locations closed pursuant to government-mandated shutdowns. One remains closed. The other, upon reopening, saw significantly decreased foot traffic. Debtors’ wholesale relationships suffered similar declines. Debtors filed for bankruptcy relief in order to restructure their debt and operations, focus efforts on expanding their ecommerce footprint, and adjust their wholesale approach to emerge as a stronger and streamlined operation. A more fulsome description of the companies, their operations, capital and debt structure, and the events leading to these filings is set forth in the First Day Declaration.

RELIEF REQUESTED

6. By this Application, Debtors request entry of an order appointing Omni as Claims and Noticing Agent in the Debtors' chapter 11 cases, in accordance with the terms and conditions of that certain Standard Services Agreement, entered into as of March 15, 2021, by and between the Debtors and Omni ("**Engagement Agreement**"), attached hereto as **Exhibit C**.

7. Debtors' selection of Omni to act as the Claims and Noticing Agent has satisfied the Claims Agent Protocol. Debtors have obtained and reviewed engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, Debtors submit, based on all engagement proposals obtained and reviewed, that Omni's rates are competitive and reasonable given Omni's quality of services and expertise. The terms of Omni's retention are set forth in the Engagement Agreement; provided that Omni is seeking approval solely of the terms and provisions as set forth in this Application and the proposed Retention Order attached hereto.

8. Debtors anticipate that there will be over 200 entities to be noticed. In view of the number of anticipated claimants and the complexity of Debtors' businesses, Debtors submit that the appointment of a claims and noticing agent is both necessary and in the best interests of both the Debtors' estates and their creditors. By appointing Omni as the Claims and Noticing Agent in these chapter 11 cases, the distribution of notices and the processing of claims will be expedited, and the Office of the Clerk of the Bankruptcy Court ("**Clerk**" and "**Clerk's Office**") will

be relieved of the administrative burden of processing what may be an overwhelming number of claims.

9. In support of this Application, Debtors reply upon and incorporate by reference the Deutch Declaration. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A** (“**Proposed Order**”)

OMNI'S QUALIFICATIONS

10. Omni has substantial experience in matters of this size and greater complexity and has acted as the notice and claims agent in many bankruptcy cases of a comparable size pending in this District and other districts nationwide. *See, e.g., KG Winddown, LLC, et al.*, Case No. 20-11723 (MG) (Bankr. S.D.N.Y. July 28, 2020); *In re Occasion Brands LLC*, Case No. 20-11684 (SMB) (Bankr. S.D.N.Y. July 22, 2020); *In re OneWeb Global Limited, et al.*, Case No. 20-22437 (RDD) (Bankr. S.D.N.Y. May 21, 2020); *In re The Northwest Company, LLC*, Case No. 20-10990 (MEW) (Bankr. S.D.N.Y. April 18, 2020); *In re Empire Generating Co., LLC*, Case No. 19-23007 (RDD) (Bankr. S.D.N.Y. May 19, 2019); *In re Answers Holdings, Inc.*, Case No. 17-10496 (SMB) (Bankr. S.D.N.Y. Mar. 3, 2017); *In re Joyce Leslie, Inc.*, Case No. 16-22035 (RDD) (Bankr. S.D.N.Y. Jan. 11, 2016); *In re Bruin E&P Partners, LLC*, No. 20-33605 (MI) (Bankr. S.D. Tex. July 17, 2020); *In re SLT Holdco, Inc.*, No. 20-18368 (MBK) (Bankr. D.N.J. Jul. 13, 2020); *In re TriVascular Sales LLC, et al.*, No. 20-31840 (SGCJ) (Bankr. N.D. Tex. Jul. 7, 2020); *In re Chisholm Oil and Gas Operating, LLC*, No. 20-11593 (BLS) (Bankr. D. Del. Jun. 19, 2020); *In re Cinemex USA Real Estate Holdings, Inc.*, No. 20-14695 (LMI) (Bankr. S.D. Fla. Jun. 16, 2020); *In re Knotel, Inc.*,

Case No. 21-10146 (MFW) (Bankr. D. Del. Jan. 31, 2021); *In re PBS Brand Co., LLC*, Case No. 20-13157 (JTD) (Bankr. D. Del Dec. 21, 2020); *In re Chisholm Oil and Gas Operating, LLC*, Case No. 20-11593 (BLS) (Bankr. D. Del. Jun 17, 2020); *In re Sustainable Restaurant Holdings, Inc.*, Case No. 20-11087 (JTD) (Bankr. D. Del. May 12, 2020); *In re John Varvatos Enterprises, Inc.*, No. 20-11043 (MFW) (Bankr. D. Del. Jun. 11, 2020); *In re Sustainable Restaurant Holdings, Inc.*, No. 20-11087 (JTD) (Bankr. D. Del. May 13, 2020); *In re Chinos Holdings, Inc.*, No. 20-32181 (KLP) (Bankr. E.D. Va. May 5, 2020); *In re Cinemex USA Real Estate Holdings, Inc.*, Case No. 20-14695 (LMI) (Bankr. S.D. Fla. April 25, 2020).

11. Debtors submit that appointing Omni as Claims and Noticing Agent in these chapter 11 cases will provide the most cost-effective and efficient administrative service. Debtors believe that based on Omni's experience, reputation, and the reasonableness of its fees, Omni is well qualified to serve as Claims and Noticing Agent and that such retention is in the best interests of the Debtors' estates and their creditors.

SCOPE OF SERVICES

12. This Application pertains only to the work to be performed by Omni under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 5075-1, and any work to be performed by Omni outside of this scope is not covered by this Application or by any order granting approval hereof. Specifically, Omni will perform the following tasks in its role as Claims and Noticing Agent ("**Claims and Noticing Services**"), as well as all quality control relating thereto:

- a. Prepare and serve required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by Debtors and/or the Court, including (i) notice of the commencement of these chapter 11 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 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 Debtors or Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases;
- b. Maintain an official copy of Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, "**Schedules**"), listing 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 Bankruptcy Rule 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update 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 filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the 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 cause 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 number(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, check said processing for accuracy and maintain the original proofs of claim in a secure area;
- h. Provide an electronic interface for filing proofs of claim;
- i. Maintain the official claims register for each Debtor (collectively, “**Claims Registers**”) on behalf of the Clerk on a case specific website; 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;
- j. Provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge, and provide an electronic interface and online filing system for filing proofs of claim;
- k. Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- l. Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- m. Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Omni, not less than weekly;
- n. Assist in the dissemination of information to the public and respond to requests for administrative information regarding these chapter 11 cases as directed by Debtors or the Court, including through the use of a case website and/or call center;
- o. Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Registers for the Clerk’s review (upon the Clerk’s request);
- p. 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 and any

service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;

- q. Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- r. If these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of notice to Omni of entry of the order converting the cases;
- s. Thirty (30) days prior to the close of these chapter 11 cases, to the extent practicable, request that Debtors submit to the Court a proposed order dismissing Omni as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases;
- t. Within seven (7) days of notice to Omni of entry of an order closing these chapter 11 cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the chapter 11 cases; and
- u. At the close of these chapter 11 cases, (i) 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.

PROFESSIONAL COMPENSATION

13. Debtors respectfully request that the undisputed fees and expenses incurred by Omni in the performance of the Claims and Noticing Services be treated as administrative expenses of Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court. Omni 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 for the Southern District of New York, counsel for Debtors,

and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

14. Additionally, under the terms of the Engagement Agreement, Debtors have agreed to indemnify, defend, and hold harmless Omni and its members, officers, employees, representatives and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Omni's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or order of this Court.

15. Debtors believe that such indemnification obligations and limitations of liability are customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in these chapter 11 cases.

NO DUPLICATION OF SERVICES

16. Debtors intend that the services provided by Omni will complement, and not duplicate, the services being rendered by other professionals retained in these chapter 11 cases. Omni understands that Debtors have retained and may retain additional professionals during the term of the engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of Debtors.

OMNI'S DISINTERESTEDNESS

17. Although Debtors do not propose to employ Omni under section 327 of the Bankruptcy Code pursuant to this Application, Omni has nevertheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by Debtors, and, to the best of Debtors' knowledge, information, and belief, and except as disclosed in the Deutch Declaration, Omni has represented that it neither holds nor represents any interest materially adverse to Debtors' estates in connection with any matter on which it would be employed.

18. Moreover, in connection with its retention as Claims and Noticing Agent, Omni represents in the Deutch Declaration, among other things, that:

- a. Omni is not a creditor of Debtors;
- b. Omni 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 the Claims and Noticing Agent in these chapter 11 cases;
- c. By accepting employment in these chapter 11 cases, Omni waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- d. In its capacity as the Claims and Noticing Agent in these chapter 11 cases, Omni will not be an agent of the United States and will not act on behalf of the United States;
- e. Omni will not employ any past or present employees of Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
- f. Omni is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;

- g. In its capacity as Claims and Noticing Agent in these chapter 11 cases, Omni will not intentionally misrepresent any fact to any person;
- h. Omni shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
- i. Omni will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c);
- j. None of the services provided by Omni as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk's office; and
- k. Omni will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

THE REQUESTED RELIEF SHOULD BE GRANTED

19. Title 28 U.S.C. § 156(c), which governs the staffing and expenses of the Bankruptcy Court, authorizes the Court to use facilities other than those of the Clerk for the administration of chapter 11 cases, and provides as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. § 156(c).

20. This Application complies with the Claims Agent Protocol and conforms to the standard section 156(c) application in use in this District. Debtors have solicited and reviewed engagement proposals from at least two (2) other Court-approved claims and noticing agents to ensure selection through a competitive process involving three (3) total claims and noticing agents. Debtors submit that

Omni's rates are competitive and reasonable given Omni's quality of services and expertise. The terms of Omni's retention are set forth in the Engagement Agreement; provided, however, that to the extent that there is any inconsistency between this Application, the Proposed Order, and the Engagement Agreement, the Proposed Order shall govern.

21. Although Debtors have not yet filed their schedules of assets and liabilities, they anticipate that they will be required to provide notices to, and serve documents on, over 200 entities. Local Rule 5075–1(b) provides that “[i]n a case in which the number of creditors and equity security holders, in the aggregate, is 250 or more, the estate shall retain, subject to approval of the Court, a claims and noticing agent in accordance with the Claims Agent Protocol.” In view of the number of anticipated claimants and the complexity of these chapter 11 cases, Debtors submit that the appointment of a claims and noticing agent is required by Local Rule 5075–1(b) and otherwise is in the best interests of Debtors’ estates and their creditors.

22. The Court may also rely on its general equitable powers to grant the relief requested in this Application. Section 105(a) of the Bankruptcy Code empowers the Court to “issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

23. The administration of these chapter 11 cases will require Omni to perform duties outside the scope of 28 U.S.C. § 156(c). By separate application and pursuant to section 327(a) of the Bankruptcy Code, Debtors will seek authorization to retain and employ Omni as administrative agent in these chapter 11 cases.

NOTICE

24. Debtors will provide notice of this Application to the following parties and/or their respective counsel, as applicable: (i) the Office of the United States Trustee for the Southern District of New York, (ii) the Subchapter V trustee, (iii) Debtors' 20 largest unsecured creditors on a consolidated basis; and (iv) any other party entitled to notice pursuant to Rule 9013–1(b) of the Local Bankruptcy Rules for the Southern District of New York or that requests notice pursuant to Bankruptcy Rule 2002. Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

LOCAL RULE 9013–1(A) STATEMENT

25. This Application includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this Application. Accordingly, Debtors submit that this Application satisfies Local Rule 9013–1(a).

NO PRIOR REQUEST

26. No prior request for the relief sought herein has been made to this Court or any other court.

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CONCLUSION

WHEREFORE, Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as it deems just and proper.

New York, New York
March 26, 2021

/s/ Joseph T. Moldovan
Joseph T. Moldovan
David J. Kozlowski
MORRISON COHEN LLP
909 Third Avenue
New York, NY 10022
Telephone: 212-735-8600
Facsimile: 212-375-8708
jmoldovan@morrisoncohen.com
dkozlowski@morrisoncohen.com

*Proposed Counsel for Debtors and
Debtors-in-Possession*

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

S & A RETAIL, INC., et al.,¹

Debtors.

Chapter 11
(Subchapter V)

Case No. 21-22174 (RDD)

(Joint Admin. Requested)

**ORDER PURSUANT TO 28 U.S.C. §
156(c), 11 U.S.C. § 503(b)(1)(A), AND LOCAL RULE 5075-1
FOR AUTHORITY TO RETAIN AND EMPLOY OMNI AGENT SOLUTIONS
AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF MARCH 26, 2021**

Upon the application (“**Application**”)² of the above captioned debtor and debtor-in-possession (“**Debtors**”), for retention and appointment of Omni Agent Solutions (“**Omni**”) as claims and noticing agent (“**Claims and Noticing Agent**”) pursuant to 28 U.S.C. §156(c), section 105(a) of title 11 of the United States Code (“**Bankruptcy Code**”) and Rule 5075-1 of the Local Bankruptcy Rules for the Southern District of New York (“**Local Rules**”) to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ chapter 11 cases, and (iii) provide such other administrative services—as required by Debtors—that would fall within the purview of services to be provided by the Clerk’s office; and upon the Declaration

¹ The Debtors in these Chapter 11 Cases are S & A Distribution, Inc. (“**Distribution**”) and S & A Retail, Inc. (“**Retail**”). The last four digits of the Debtors’ federal tax identification numbers are: Distribution – 5366 and Retail – 1261. The Debtors’ mailing address is 334 S Buckhout St., Irvington, NY 10533.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

of Paul H. Deutch, Executive Vice President of Omni (“**Deutch Declaration**”), attached hereto as **Exhibit B**; and Debtors having estimated that there are over 200 entities in these chapter 11 cases, many of which are expected to file proofs of claim; 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 Debtors’ expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit 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 Debtors or the estates respecting the matters upon which it is to be engaged; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application having been given as provided in the Application, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Application (“**Hearing**”); and upon the *Declaration of Bridgette Nally in Support of Chapter 11 Petition and First Day Relief*, the record of the Hearing and all of the proceedings had before the Court; and is in the best interests of Debtors, their estates,

creditors, and all parties in interest, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.
2. Debtors are authorized to retain Omni as Claims and Noticing Agent effective as of the Petition Date under the terms of the Engagement Agreement, and Omni is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in these chapter 11 cases, and all related tasks, as described in the Application and as provided by the Local Bankruptcy Rules or other orders of this Court.
3. Omni shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.
4. Omni is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.
5. Omni is authorized to take such other action to comply with all duties set forth in the Application.
6. Debtors are authorized to compensate Omni in accordance with the

terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Omni and the rates charged for each, and to reimburse Omni for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Omni to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Omni shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on Debtors, the office of the United States Trustee, counsel for Debtors, and any party-in-interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices; provided that the parties may seek resolution of the matter from the Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Omni under this Order are an administrative expense of Debtors' estates.

10. Omni shall apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Omni may hold its retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. Debtors shall indemnify Omni under the terms of the Engagement Agreement.

12. All requests by Omni for the payment of indemnification as set forth in the Engagement Agreement shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, provided that in no event shall Omni be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct.

13. In the event that Omni seeks reimbursement from Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Omni's own applications, both interim and final, but determined by this Court after notice and a hearing.

14. In the event Omni is unable to provide the services set out in this order, Omni will immediately notify the Clerk of the Court and Debtors' attorney and, upon approval of the Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' attorney.

15. Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Omni but is not specifically authorized by this Order.

16. Debtors and Omni are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the

Application.

17. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

18. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

19. Omni shall not cease providing claims processing services during the chapter 11 cases for any reason, including nonpayment, without an order of the Court.

20. In the event of any inconsistency between the Engagement Agreement, the Application and the Order, the Order shall govern.

Dated: ____, 2021
New York, New York

HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

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

In re:

S & A RETAIL, INC., et al.,¹

Debtors.

Chapter 11
(Subchapter V)

Case No. 21-22714 (RDD)

(Joint Admin. Requested)

**DECLARATION OF PAUL DEUTCH IN SUPPORT OF
APPLICATION PURSUANT TO 28 U.S.C. § 156(c),
11 U.S.C. § 503(b)(1)(A), AND LOCAL RULE 5075-1 FOR
AUTHORITY TO RETAIN AND EMPLOY OMNI AGENT SOLUTIONS
AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF MARCH 26, 2021**

I, Paul H. Deutch, duly affirm under penalty of perjury that the following is true and correct:

1. I am the Executive Vice President of Omni Agent Solutions (“**Omni**”), a chapter 11 administrative services firm whose offices are located in Los Angeles, CA, and New York, NY. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the above-captioned debtors’ and debtors in possession’s (“**Debtors**”) *Application Pursuant to 28 U.S.C. § 156(c), 11 U.S.C. § 503(b)(1)(A), and Local Rule 5075-1 for Authority to Retain and Employ Omni Agent Solutions as Claims and Noticing Agent Effective as of March 26, 2021*

¹ The Debtors in these Chapter 11 Cases are S & A Distribution, Inc. (“**Distribution**”) and S & A Retail, Inc. (“**Retail**”). The last four digits of the Debtors’ federal tax identification numbers are: Distribution – 5366 and Retail – 1261. The Debtors’ mailing address is 334 S Buckhout St., Irvington, NY 10533.

(“**Application**”) pursuant to section 156(c) of title 28 of the United States Code, sections 503(b)(1)(A) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (“**Bankruptcy Code**”), and Rules 5075–1 of the Local Bankruptcy Rules for the Southern District of New York (“**Local Bankruptcy Rules**”), authorizing the employment and retention of Omni as claims and noticing agent (“**Claims and Noticing Agent**”) effective as of March 26, 2021 in accordance with the terms and conditions set forth in that certain Services Agreement dated as of March 15, 2021 by and between the Debtors and Omni (“**Engagement Agreement**”).

3. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Omni will perform, at the request of the Office of the Clerk of the Bankruptcy Court (“**Clerk**”), the services specified in the Application and the Engagement Agreement, and, at Debtors’ request, any related administrative, technical and support services as specified in the Application and the Engagement Agreement. In performing such services, Omni will charge Debtors the rates set forth in the Engagement Agreement.

4. Omni has substantial experience in matters of this size and complexity and has acted as the notice and claims agent in many bankruptcy cases of a comparable and greater size pending in this District and other districts nationwide. *See, e.g., KG Winddown, LLC, et al.*, Case No. 20-11723 (MG) (Bankr. S.D.N.Y. July 28, 2020); *In re Occasion Brands LLC*, Case No. 20-11684 (SMB) (Bankr. S.D.N.Y. July 22, 2020); *In re OneWeb Global Limited, et al.*, Case No. 20-22437 (RDD) (Bankr. S.D.N.Y. May 21, 2020); *In re The Northwest Company, LLC*, Case No. 20-10990 (MEW) (Bankr. S.D.N.Y. April 18, 2020); *In re Empire Generating Co., LLC*, Case No.

19-23007 (RDD) (Bankr. S.D.N.Y. May 19, 2019); *In re Answers Holdings, Inc.*, Case No. 17-10496 (SMB) (Bankr. S.D.N.Y. Mar. 3, 2017); *In re Joyce Leslie, Inc.*, Case No. 16-22035 (RDD) (Bankr. S.D.N.Y. Jan. 11, 2016); *In re Bruin E&P Partners, LLC*, No. 20-33605 (MI) (Bankr. S.D. Tex. July 17, 2020); *In re SLT Holdco, Inc.*, No. 20-18368 (MBK) (Bankr. D.N.J. Jul. 13, 2020); *In re TriVascular Sales LLC, et al.*, No. 20-31840 (SGCJ) (Bankr. N.D. Tex. Jul. 7, 2020); *In re Chisholm Oil and Gas Operating, LLC*, No. 20-11593 (BLS) (Bankr. D. Del. Jun. 19, 2020); *In re Cinemex USA Real Estate Holdings, Inc.*, No. 20-14695 (LMI) (Bankr. S.D. Fla. Jun. 16, 2020); *In re Knotel, Inc.*, Case No. 21-10146 (MFW) (Bankr. D. Del. Jan. 31, 2021); *In re PBS Brand Co., LLC*, Case No. 20-13157 (JTD) (Bankr. D. Del Dec. 21, 2020); *In re Chisholm Oil and Gas Operating, LLC*, Case No. 20-11593 (BLS) (Bankr. D. Del. Jun 17, 2020); *In re Sustainable Restaurant Holdings, Inc.*, Case No. 20-11087 (JTD) (Bankr. D. Del. May 12, 2020); *In re John Varvatos Enterprises, Inc.*, No. 20-11043 (MFW) (Bankr. D. Del. Jun. 11, 2020); *In re Sustainable Restaurant Holdings, Inc.*, No. 20-11087 (JTD) (Bankr. D. Del. May 13, 2020); *In re Chinos Holdings, Inc.*, No. 20-32181 (KLP) (Bankr. E.D. Va. May 5, 2020); *In re Cinemex USA Real Estate Holdings, Inc.*, Case No. 20-14695 (LMI) (Bankr. S.D. Fla. April 25, 2020).

5. Omni represents, among other things, the following:
 - a. Omni is not a creditor of Debtors;
 - b. Omni 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 the Claims and Noticing Agent in these chapter 11 cases;

- c. By accepting employment in these chapter 11 cases, Omni waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- d. In its capacity as the Claims and Noticing Agent in these chapter 11 cases, Omni will not be an agent of the United States and will not act on behalf of the United States;
- e. Omni will not employ any past or present employees of Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
- f. Omni is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- g. In its capacity as Claims and Noticing Agent in these chapter 11 cases, Omni will not intentionally misrepresent any fact to any person;
- h. Omni shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- i. Omni will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c);
- j. None of the services provided by Omni as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk’s office; and
- k. Omni will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

6. Although Debtors do not propose to retain Omni under section 327 of the Bankruptcy Code pursuant to the Application (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (“**Potential Parties in Interest**”) in these chapter 11 cases. The list of Potential Parties in Interest was provided by

Debtors and included, among other parties, Debtors, non-Debtor affiliates, current and former directors and officers of Debtors, significant stockholders, secured creditors, lenders, Debtors' 20 largest unsecured creditors on a consolidated basis and other parties. The results of the conflict check were compiled and reviewed by Omni professionals under my supervision. At this time, and as set forth in further detail herein, Omni is not aware of any relationship that would present a disqualifying conflict of interest. Should Omni discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Omni will use reasonable efforts to file promptly a supplemental declaration.

7. To the best of my knowledge and based solely upon information provided to me by Debtors, and except as provided herein, neither Omni, nor any of its professionals, has any materially adverse connection to Debtors, their creditors or other relevant parties. Omni may have relationships with certain of Debtors' creditors as vendors or in connection with cases in which Omni serves or has served in a neutral capacity as Claims and Noticing Agent and/or Administrative Advisor for another chapter 11 debtor.

8. Omni has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, Omni and its personnel have and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals and other parties in interest that may be involved in Debtors' chapter 11 cases in matters unrelated to these cases. Omni may also provide professional services to entities or persons that may be creditors or parties in interest

in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or Debtors.

9. Omni and its personnel in their individual capacities regularly utilize the services of law firms, accounting firms and financial advisors. Such firms engaged by Omni or its personnel may appear in chapter 11 cases representing Debtors or parties in interest. All engagements where such firms represent Omni or its personnel in their individual capacities are unrelated to these chapter 11 cases.

10. To the best of my knowledge, neither Omni nor any of its partners or employees hold or represent any interest materially adverse to Debtors' estates with respect to any matter upon which Omni is to be engaged. Based on the foregoing, I believe that Omni is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

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 information, knowledge and belief.

Dated: March 26, 2021
New York, New York

/s/ Paul H. Deutch
Paul H. Deutch
Executive Vice President
Omni Agent Solutions

EXHIBIT C

STANDARD SERVICES AGREEMENT

This Agreement is entered into as of March 15, 2021, between (I) Omni Agent Solutions ("**Omni**") and (II) S & A Retail, Inc. and S & A Distribution, Inc. (collectively, the "**Company**"), in preparation of, and in connection with, the Company's potential chapter 11 cases. The parties hereto agree as follows:

Terms and Conditions

I. SERVICES

(a) 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 data entry, preparation and management of the creditor matrix, preparation of schedules of assets and liabilities and statements of financial affairs, claims management, noticing, plan solicitation and tabulation, distribution, the development and maintenance of a virtual data room, the development and maintenance of an informational website, and any other services as may be requested by the Company or otherwise required by applicable law, governmental regulations or court rules or orders (collectively, the "**Services**").

(b) The Company acknowledges and agrees that Omni will often take direction from the Company's representatives, employees, agents and/or professionals (individually, a "**Company Party**") with respect to providing Services hereunder. The parties agree that Omni may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company's Parties to the same extent as if such requests, advice or information were provided by the Company.

(c) In no event shall Omni's Services constitute or contain legal advice or opinion, and neither Omni nor its personnel shall be deemed to practice law hereunder.

II. RATES

(a) Except as otherwise set forth herein, the services to be rendered by Omni will be billed at rates ranging from \$35.00 to \$205.00 per hour as per the rate structure attached hereto and incorporated herein by reference as **Exhibit "A"** (the "**Rate Structure**"). The Company agrees to pay all of Omni's fees, charges and out-of-pocket costs relating to the Services it provides on behalf of the Company pursuant to this Agreement.

(b) Rates may be adjusted annually on January 2nd of each year and are subject to increases not to exceed ten (10%) percent per annum. Omni shall provide sixty (60) days prior written notice of any such proposed increases.

(c) Omni shall be compensated on a monthly basis for services it performs on behalf of the Company during the preceding calendar month. Invoices are due and

payable upon receipt. If any amount is unpaid as of thirty (30) days after delivery of an invoice, the Company agrees to pay a late charge equal to one and a half (1.5%) percent of the total amount unpaid every 30 days. Notwithstanding anything herein to the contrary, in the event of a chapter 11 filing, all payments to Omni will be in accordance with applicable bankruptcy law and any orders of the bankruptcy court.

(d) Omni may require an advance or direct payment from the Company of an individual expense, or a group of related expenses, that are expected to exceed \$7,500.

(e) Upon execution of this Agreement, the Company shall pay Omni a retainer of \$25,000 (the "**Retainer**"). Omni may use the Retainer against all prepetition fees and expenses, which Retainer shall then be replenished as promptly as practicable by the Company to its original amount. At Omni's discretion, the Retainer may then be applied to the payment of the final invoice from Omni under and pursuant to this Agreement (the "**Final Invoice**"), or to any other invoice. Except with respect to the Final Invoice, upon notice from Omni to the Company of the application of some or all of the Retainer, the Company shall replenish the Retainer as promptly as practicable to its original amount. Omni shall, as promptly as practicable, return to the Company any amount of the Retainer that remains following application of the Retainer to the payments of unpaid fees and expenses hereunder.

(f) The Company shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of the Company, notwithstanding how such taxes may be designated, levied, or based. This provision is intended to include sales, use, and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Omni.

(g) The Company shall pay to Omni any actual charges (including fees, costs and expenses as set forth in the Rate Structure) related to, arising out of, or resulting from, any error or omission of the Company. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Rate Structure.

(h) Payments to Omni for services rendered under the terms of this Agreement may be remitted by the Company using either or both of the following methods:

(i) **Wire Transmission**
(Omni's wire information will be included on each monthly invoice)

(ii) **Check**
Omni Agent Solutions
c/o Accounts Receivable
5955 De Soto Avenue
Suite 100
Woodland Hills, CA 91367

III. RETENTION IN BANKRUPTCY CASE

(a) If the Company commences a case pursuant to the U. S. Bankruptcy Code (the "**Code**"), the Company shall timely file applications with the bankruptcy court to retain Omni as claims and noticing agent pursuant to 28 U.S.C. § 156(c), and, where applicable, as administrative agent pursuant to section 327(a) of the Code for all Services that fall outside the scope of 28 U.S.C. § 156(c). The form and substance of such applications and any order approving them shall be reasonably acceptable to Omni.

(b) If any of the Company's chapter 11 cases convert to a case under chapter 7 of the Bankruptcy Code, Omni will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

IV. CONFIDENTIALITY

(a) Each of Omni and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agree 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 any such information was (i) publicly available without a breach by the receiving party, (ii) already in the receiving party's possession or known to it and was received from a third party that, to the knowledge of the receiving party, does not have a duty of confidentiality to the disclosing party, (iii) independently developed, (iv) lawfully obtained from a third party who, to the knowledge of the receiving party, does not have a duty of confidentiality to the disclosing party or (v) required to be disclosed by law, then, subject to clause (b) below, a party shall bear no responsibility for publicly disclosing such information.

(b) If either party reasonably believes that it is required to produce any confidential information pursuant to an order of any court, 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.

V. PROPERTY RIGHTS

(a) 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. Fees and expenses paid by the Company do not vest in the Company any rights in Omni's property. Such property is only being made available for the Company's use during and in connection with the Services provided by Omni hereunder.

(b) Upon the Company's request at any time 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.

VI. BANK ACCOUNTS

At the request of the Company and its officers or authorized representatives, Omni is authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction.

VII. COMPANY DATA

(a) The Company is responsible for, and Omni does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Omni and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, the "**SOFAs and Schedules**"). Omni bears no responsibility for the accuracy and content of the SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all of the SOFAs and Schedules filed on its behalf.

(b) The Company agrees, represents and warrants to Omni that before delivery of any information to Omni: (i) the Company has full authority to deliver such information to Omni; and (ii) Omni is authorized to use such information to perform Services hereunder.

(c) Any data, storage media, programs or other materials furnished to Omni by the Company may be retained by Omni until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Omni under this Agreement as a result of data, storage media or other materials maintained, stored or disposed of by Omni. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company have not utilized Omni's Services for a period of ninety (90) days or more, Omni may dispose of any such materials, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days written notice. The Company agrees to use commercially reasonable efforts to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information provided by the Company to Omni.

(d) If Omni is retained pursuant to bankruptcy court order, disposal of any the Company's data, storage media or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

VIII. TERM AND TERMINATION

(a) This Agreement shall remain in effect until terminated by either party: (i) on thirty (30) days prior written notice to the other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) bad faith, gross negligence, or willful misconduct of Omni that causes material harm to the Company's restructuring under chapter 11 of the Code, (ii) the failure of the Company to pay Omni's invoices for more

than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid Services in excess of the retainer held by Omni where Omni reasonably believes in its sole discretion, following consultation with the Company and/or the Company's professionals, it will not be paid.

(b) If this Agreement is terminated after Omni is retained pursuant to bankruptcy court order, the Company shall promptly seek entry of a bankruptcy court order discharging Omni of its duties under such retention, which order shall be in form and substance reasonably acceptable to Omni.

(c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Omni hereunder and, following payment of such amounts, Omni shall promptly provide the Company with to all materials and deliverables that are in its then-current state of completion.

(d) If this Agreement is terminated, Omni shall coordinate with the Company and, to the extent applicable, the clerk of the bankruptcy court, to maintain an orderly transfer of record keeping functions, and Omni shall provide the necessary staff, services and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Rate Structure.

IX. NO REPRESENTATIONS OR WARRANTIES

Omni makes no representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

X. INDEMNIFICATION

(a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Omni and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (each, an "**Indemnified Party**," and collectively, the "**Indemnified Parties**") from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, "**Losses**") resulting from, arising out of or related to Omni's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.

(b) Omni and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the services provided under and pursuant to the Agreement.

(c) The Company's indemnification of Omni hereunder shall exclude Losses resulting from Omni's gross negligence or willful misconduct.

(d) The Company's indemnification obligations hereunder shall survive the

termination of this Agreement.

XI. LIMITATIONS OF LIABILITY

Except as expressly provided herein, Omni's liability to the Company for any Losses, unless due to Omni's gross negligence or willful misconduct, shall be limited to the total amount paid by the Company for the portion of the particular work that gave rise to the alleged Loss. In no event shall Omni's liability to the Company for any Losses arising out of this Agreement exceed the total amount actually paid to Omni for services provided under and pursuant to this Agreement. Moreover, in no event shall Omni 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 under and pursuant to this Agreement.

XII. SYSTEM IMPROVEMENTS

Omni reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminals and other equipment, and the Omni database serving the Company, so long as any such changes do not materially interfere with ongoing Services provided to the Company in connection with the Company's pending bankruptcy case.

XIII. CHOICE OF LAW

The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

XIV. ARBITRATION

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. There shall be one arbitrator named in accordance with such rules. The arbitration shall be conducted in the English language in New York in accordance with the United States Arbitration Act. Notwithstanding the foregoing, during the pendency of any applicable chapter 11 case(s) of the Company, any disputes related to this Agreement shall be decided by the bankruptcy court with jurisdiction over the chapter 11 case(s).

XV. GENERAL

(a) Complete agreement. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements and communications between the parties relating to the subject matter hereof.

(b) Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(c) Modification. This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Omni.

(d) Assignment. This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that either party may assign this Agreement to a wholly-owned subsidiary or affiliate or to an entity which has succeeded to all or substantially all of the business or assets of a party without the other party's consent, provided that the assigning party provides adequate assurance of performance by the proposed assignee.

(e) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

(f) Force Majeure. Whenever performance by Omni of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Omni's reasonable control, then such performance shall be excused, and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

(g) Location services. The Company will use their best efforts to cooperate with Omni at the Company's facilities if any portion of the Services require Omni's physical presence.

(h) Non-solicitation. Each party agrees that neither it nor any of its subsidiaries shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of the other party during the term of this Agreement and for a period of six (6) months after termination thereof unless the other party provides prior written consent to such solicitation or retention; provided, however, that the foregoing provisions will not prevent either party from hiring or seeking to hire any such person who responds to general advertising or a general solicitation not targeted to the employees of the other party.

(i) Independent contractors. The Company and Omni are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

(j) Attorney's fees. In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

XVI. NOTICING

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Omni: Omni Agent Solutions
5955 De Soto Avenue
Suite 100
Woodland Hills, CA 91367
Tel: (818) 906-8300
Attn: Brian K. Osborne, Pres. & CEO
Email: Bosborne@omniagnt.com

If to the Company: S & A Retail, Inc
S & A Distribution, Inc.

With copies to: Morrison Cohen LLP
909 Third Avenue
New York, NY 10022
Attn: David Kozlowski, Esq.
Email: dkozlowski@morrisoncohen.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

OMNI AGENT SOLUTIONS



By: _____
Name: Paul Deutch
Title: Executive Vice President

Agreed and Accepted this ____ day of November 2020.

**S & A RETAIL, INC
S & A DISTRIBUTION, INC.**



By: _____
Name:
Title:

EXHIBIT

“A”

2020 Rate Sheet



Hourly Rates for Standard and Custom Services*	RATE / COST
Analyst	\$35.00 - \$50.00 per hour
Consultants	\$65.00 - \$160.00 per hour
Senior Consultants	\$165.00 - \$200.00 per hour
Solicitation and Securities Services	\$205.00 per hour
Technology/Programming	\$85.00 - \$135.00 per hour

Printing and Noticing Services	RATE / COST
Copy	\$.10 per image
Document folding and insertion	No charge
Labels/Envelope printing	\$.035 each
E-mail noticing	No charge
Certified email	Quote upon request
Facsimile noticing	\$.10 per image
Postage	At cost (Advance payment required for postage charges over \$10,000)
Envelopes	Varies by size

Newspaper and Legal Notice Publishing	RATE / COST
Coordinate and publish legal notice	Quote prior to publishing

Claims Management	RATE / COST
Inputting proofs of claim	Hourly rates (No per claim charges)
Scanning	\$.10 per image
Remote Internet access for claims management	
Setup	No charge
Access	No charge

Creditor Database	RATE / COST
Data storage	Under 10,000 records - No charge Over 10,000 records - .08 per Record
Per image storage	No charge

Call Centers / Dedicated Line	RATE / COST
Creation, configuration and initial setup	No charge
Hosting fee	\$20.00 per Month
Usage	\$.0825 per Minute
Call center personnel	Standard Hourly Rates

*Additional professional services not covered by this rate structure will be charged at hourly rates, including any outsourced services performed under our supervision and control.

2020 Rate Sheet



Informational Website	RATE / COST
Creation, Configuration and Initial Setup	No charge
Data Entry / Information Updates	\$65.00 per hour
Programming and Customization	\$85 - \$135 per hour
Debtor Website Hosting	No charge
Committee Website Hosting	No charge
Shareholder Website Hosting	No charge
Scanning	\$0.10 per image
Case Docket / Claims Register	No charge
Virtual Data Rooms	Quote upon request
Solicitation and Tabulation	RATE / COST
Plan and disclosure statement mailings	Quoted prior to printing
Ballot tabulation	Standard hourly rates apply
Public Debt and Equities Securities and/Rights Offerings Services	RATE / COST
Noticing Services	Standard hourly rates apply
Solicitation, Balloting and Tabulation	Standard hourly rates apply
Rights Offerings	Standard hourly rates apply
Security Position Identification Reports	Standard hourly rates apply

Schedules / SoFA	RATE / COST
Preparation and updating of schedules and SoFAs	\$65.00 - \$200.00 per hour
UST Reporting Compliance	RATE / COST
Assist debtors to satisfy jurisdictional requirements, preparation of monthly operating and post-confirmation reports	Standard hourly rates apply
Liquidating / Disbursing Agent	RATE / COST
Comply with Plan requirements, preparation of disbursement reports, payout calculations, check generation, bank reconciliations	Standard hourly rates apply
Real-Time Reports	RATE / COST
Claims dashboard	No charge
Claim reports	No charge
Solicitation dashboard	No charge
Tabulation dashboard	No charge
Solicitation reports	No charge
Miscellaneous	RATE / COST
Telephone charges	At cost
Delivery	At cost
Archival DVD/CD-Rom	\$40.00 per copy