UNITED STATES BANKRUPTCY COURT
DISTRICT OF RHODE ISLAND

In re: NEWPORT OVERLOOK ASSOCIATION, INC., Debtor	Chapter 11 (Subchapter V) Case No.: 1:25-bk-11000

ORDER GRANTING MOTION FOR EMERGENCY DETERMINATION ON DEBTOR'S APPLICATION FOR ENTRY OF ORDER AUTHORIZING DEBTOR TO EMPLOY AND RETAIN OMNI AGENT SOLUTIONS, INC., AS NOTICE, CLAIMS, AND SOLICITATION AGENT EFFECTIVE AS OF THE PETITION DATE

THIS MATTER came before the Court for hearing on January 6, 2026, (the "Hearing") upon the *Debtor's First Day Motion Emergency Determination on Debtor's Application for Entry of Order Authorizing Debtor to Employ and Retain Omni as Notice, Claims, and Solicitation Agent Effective as of the Petition Date* (Doc. No. 2) (the "Application")[1] filed by the Debtor Newport Overlook Association, Inc. ("Debtor") for entry of an order authorizing the employment of Omni Agent Solutions, Inc. ("Omni") as the Debtor's notice, claims, and solicitation agent, as more fully set forth in the Application.

Having considered the Application, together with the representations made in the First Day Declaration and the Deutch Declaration, and having considered the representations of the parties at the Hearing, and for the reasons stated on the record at the Hearing, the Court finds that: (a) notice of the Application and the Hearing thereon was sufficient under the circumstances and no other or further notice need be provided; (b) the relief requested in the Application is in the best interests of the Debtor, its estate, its creditors and other parties in interest; (c) Omni does not hold or

[1] Capitalized terms used but not defined herein shall have the meanings ascribed in the Application.

represent an interest adverse to the Debtor's estate and therefore good and sufficient cause exists to grant the relief in the Application. Accordingly, it is **ORDERED:**

1. The Application (Doc. No. 2) is APPROVED.

2. The Debtor is authorized to employ and retain Omni as its notice, claims, and solicitation agent in accordance with the terms and conditions set forth in the Application and the Engagement Agreement, effective as of the commencement of the Chapter 11 Case.

3. The terms of the Engagement Agreement are approved as provided herein subject to the terms of this Order.

4. Any services Omni will provide relating to the Debtor's schedules of assets and liabilities and statement of financial affairs shall be limited to administrative and ministerial services. The Debtor shall remain responsible for the content and accuracy of its schedules of assets and liabilities and statements of financial affairs.

5. Pursuant to 28 U.S.C. § 156(c),[1] Rule 2002 of the Bankruptcy Rule and Local Rule 2002-1(B), Omni is authorized to provide noticing, claims processing, and balloting services as set forth in the Application and the Engagement Agreement, including, among others, as requested:

a. Preparing and serving required notices in the Chapter 11 Case, including:

i. notice of the commencement of the Chapter 11 Case and the initial meeting of creditors under § 341(a);

ii. a notice of the claims bar date;

iii. notices of objections to claims and objections to transfers of claims;

iv. notices of hearings on motions filed by the Office of the United States Trustee (the "U.S. Trustee");

[1] Unless otherwise indicated, the terms "Bankruptcy Code," "chapter," "section" and "§" refer to Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*., as amended by the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005, Pub L. No. 109-8, 119 Stat. 37 ("BAPCPA"). References to the "Bankruptcy Rules" or "Rule" shall mean the Federal Rules of Bankruptcy Procedure.

v. notices of transfers of claims;

vi. notices of any hearing on confirmation of the Debtor's plan of reorganization;

vii. notice of the effective date of any plan; and

viii. such other miscellaneous notices as the Debtor or Court may deem necessary or appropriate for an orderly administration of the case.

b. Maintaining an official copy of the Debtor's schedules of assets and liabilities and statement of financial affairs (collectively the "Schedules"), listing the Debtor's known creditors and the amounts owed thereto.

c. Maintaining a: (i) list of all potential creditors, equity holders, and other parties in interest and (ii) "core" service 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 and updating said lists and making said lists available upon request by a party-in-interest or the Clerk.

d. Furnishing 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, if asked, notifying such 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. Maintaining a post office box or address for the purpose of receiving claims and returned mail, and processing all mail received.

f. Within three (3) days after the entry of a particular notice or order, preparing for filing with the Clerk's Office a certificate or affidavit of service that includes (i) a copy of the notice or order served, (ii) an alphabetical list of persons on whom notice was served, along with their addresses, and (iii) the date and manner of service.

g. Receiving, examining, and maintaining copies of all proofs of claim and proofs of interest filed in the Chapter 11 Case.

h. Maintaining the official claims register in the Chapter 11 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 Omni and/or the Court;

iii. the claim number assigned to the proof of claim or proof of interest; and

iv. the asserted amount and classification of the claim.

i. Implementing necessary security measures to ensure the completeness and integrity of the claims register.

j. Recording all transfers of claims pursuant to Bankruptcy Rule 3001(e).

k. Revising the creditor matrix after the objection period expires.

l. Monitoring the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists.

m. Identifying and correcting any incomplete or incorrect addresses in any mailing or service lists.

n. Recording any order entered by the Court which may affect a claim by making a notation on the claims register.

o. Monitoring the Court's docket for any claims related pleading filed and making necessary notations on the claims register.

p. Filing quarterly an updated claims register with the Court in alphabetical and numerical order. If there was no claims activity, a certification of no claim activity may be filed.

q. Maintaining an up-to-date mailing list of all creditors and all entities who have filed proofs of claim or proofs of interest and/or request for notices in the cases and providing such list to the Court or any interested party upon request (within 48 hours).

r. Providing access to the public for examination of claims and the claims registers at no charge.

s. Establishing and maintaining a case website with case information, including key dates, service lists, and free access to the case docket.

t. Forwarding all claims, updated claims register, and updated mailing lists to the Court within 10 days of entry of an order converting a case or within 30 days of entry of a final decree. The claims register and mailing list will be provided in both paper and on disc and in alphabetical and numerical order. The mailing list disc will be in .txt format.

u. Generating, providing, and assisting with claims objections, exhibits, claims reconciliation, and related matters.

v. Complying with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements.

w. Providing temporary employees to process claims as necessary.

x. Promptly complying with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe.

y. Providing such other claims processing, noticing, and administrative services as may be requested from time to time by the Debtor.

6. In addition to the services set forth in the Application and the Engagement Agreement, Omni is authorized to provide other noticing, claims processing, solicitation and administrative services Debtor may request from time to time, including, but not limited to: (a) maintaining and updating the Master Service List; (b) tracking and administration of claims; and (c) performing other administrative tasks pertaining to the administration of the Chapter 11 Case, as may be requested by the Debtor or the Clerk of this Court (the "Clerk's Office").

7. Omni is appointed as agent for the Clerk's Office and, as such, is designated as the authorized repository for all proofs of claims filed in the Chapter 11 Case and is authorized and directed to maintain the official claims register for the Debtor and to provide the Clerk's Office with a certified duplicate thereof as the Clerk's Office may direct. To the extent any government or non-government claimant files a proof of claim with the Court via CM/ECF or manually with the Clerk of the Court, as opposed to with Omni, such filings will be deemed timely if filed by the applicable bar date set by the Court. To the extent that any proof of claims are submitted to the Clerk's Office then, upon notification by the Court, Omni shall take the steps necessary and incur any necessary expense to cause any such proof of claims to be redirected and remitted to Omni.

8. Notwithstanding anything to the contrary contained in the Application, Deutch

Declaration, or the Engagement Agreement, including paragraph II(a) thereof, any obligation of the Debtor to pay Omni for all fees, charges and costs for Services provided during the pendency of this Chapter 11 case, shall be subject to Court order approving such fees, charges and costs on application to the Court. Omni shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred and file fee applications not less than every 120 days and not more than every 180 days.

9. Omni shall not cease providing claims processing services during the Chapter 11 Case for any reason without prior order of this Court authorizing Omni to do so; provided, however, that Omni may seek such an order on expedited notice by filing a request with the Court with notice of such request to be served on the Debtor, the Office of the United States Trustee, the Subchapter V trustee ("the SubV Trustee"), and any official committee of creditors appointed in this case (if any) by e-mail or overnight delivery; provided further, that except as expressly provided herein, the Debtor and Omni may otherwise terminate or suspend other services as provided under the Engagement Agreement.

10. The Court and Omni will implement an Internet link on the Court's website that can direct parties in interest to the website maintained by Omni for the Chapter 11 Case.

11. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Omni incurred pursuant to the Engagement Agreement shall be an administrative expense of the Debtor's estate.

12. Pending entry of an Order of this Court approving Omni's final fee application, Omni will hold the remaining balance of its prepetition retainer ($15,371.35) as security for the payment of fees and expenses incurred under the Engagement Agreement.

13. The indemnification, contribution, and reimbursement provisions of the

Engagement Agreement including paragraph X are approved, subject during the pendency of this Chapter 11 case to the following modifications:

(a) Omni shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement unless the indemnification, contribution, or reimbursement is approved by the Court.

(b) Notwithstanding anything to the contrary in the Application, Deutch Declaration, or any provision in the Engagement Agreement, the Debtor shall have no obligation to indemnify Omni, or provide contribution or reimbursement to Omni, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Omni's gross negligence, willful misconduct, bad faith, self-dealing, or actual fraud; (ii) for a contractual dispute in which the Debtor alleges the breach of Omni's obligations under the Engagement Agreement, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co., 315 F.3d 217* (3d Cir. 2003); or (iii) settled without the Debtor's consent prior to a judicial determination as to the exclusions set forth in clauses (i) or (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which Omni should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement, as modified by this Order.

(c) If, before the earlier of (i) the entry of an order confirming a Chapter 11 plan in this Chapter 11 case (that determination having become final) and (ii) the entry of an order closing this Chapter 11 case, Omni believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement, as modified by this Order, including, without limitation, the advancement of defense costs, Omni must file an application therefor in this Court, and the Debtor may not pay any such amounts to Omni before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Omni for indemnification, contribution, or reimbursement and is not a provision limiting the duration of the Debtor's obligation to indemnify or make contributions or reimbursements to Omni. All parties in interest shall retain the right to object to any demand by Omni for indemnification, contribution, or reimbursement.

14. Notwithstanding anything to the contrary contained in the Application, Deutch Declaration, or the Engagement Agreement, the provisions of paragraph II(b) and II(c) shall not apply during the pendency of this Chapter 11 case.

15. Notwithstanding anything to the contrary contained in the Application, Deutch

Declaration, or the Engagement Agreement, including paragraph II (a) thereof, during the pendency of this Chapter 11 case, Omni shall provide at least thirty (30) days' notice of any increases in its billing rates, subject to the right of parties-in-interest to object to any such increases.

16. Notwithstanding anything to the contrary contained in the Application, Deutch Declaration, or the Engagement Agreement, during the pendency of this Chapter 11 case, the limitation of liability provision contained in section XI of the Engagement Agreement shall be of no force or effect.

17. Notwithstanding anything to the contrary contained in the Application, Deutch Declaration, or the Engagement Agreement, including paragraph VII thereof, by this Order, Omni is not authorized to establish financial accounts with financial institutions on behalf of the Debtor during the pendency of this case.

18. The Debtor may submit a separate retention application, pursuant to § 327 and/or any applicable law, for work that is to be performed by Omni but is not specifically authorized by this Order.

19. Notwithstanding anything to the contrary contained in the Application, Deutch Declaration, or the Engagement Agreement (including with regard to paragraph XII of the Engagement Agreement), during the pendency of this case, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

20. Nothing herein obligates a successor Chapter 7 trustee or Chapter 11 trustee to employ Omni.

21. The Debtor and Omni are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

22. 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.

23. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, the terms of this Order shall govern and control.

ENTERED:

January 9, 2026

PER ORDER:

Honorable John A. Dorsey, Jr.
U.S. Bankruptcy Judge