

UNITED STATES BANKRUPTCY COURT
FOR DISTRICT OF DELAWARE

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	:	
In re:	:	Chapter 11
	:	
	:	Case No. 10-_____ ()
PCAA PARENT, LLC, <u>et al.</u> , ¹	:	
	:	Joint Administration Requested
	:	
Debtors.	:	
	-X	

**APPLICATION FOR ORDER, PURSUANT TO 28 U.S.C. § 156(c), FED. R.
BANKR. P. 2002(f) AND DEL. BANKR. L. R. 2002-1(f), AUTHORIZING
EMPLOYMENT AND RETENTION OF EPIQ BANKRUPTCY
SOLUTIONS, LLC AS NOTICE, CLAIMS, AND BALLOTING AGENT**

PCAA Parent, LLC and its affiliated debtors and debtors in possession (collectively, “PCAA”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) hereby submits this application (the “Application”) for entry of an order, pursuant to section 156(c) of title 28 of the United States Code, rule 2002(f) of the Federal Rules of Bankruptcy Procedure (as amended, the “Bankruptcy Rules”), and rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (as amended, the “Local Rules”), authorizing PCAA’s employment and retention of Epiq Bankruptcy Solutions, LLC (“Epiq”) as notice, claims, and balloting agent in these Chapter 11 Cases, in accordance with the terms and conditions set forth in the Services Agreement (as defined below). In support of this Application, PCAA relies upon and incorporates by reference (i) the

¹ The PCAA entities, along with the last four digits of their respective federal tax identification numbers (as applicable), are as follows: PCAA Parent, LLC (8827); PCAA Chicago, LLC (0860); PCAA GP, LLC (4237); PCAA LP, LLC (none); PCAA Properties, LLC (0617); PCAA SP, LLC (3465); Airport Parking Management, Inc. (7571); PCAA Missouri, LLC (5702); PCAA SP-OK, LLC (none); PCAA Oakland, LLC (9451); Parking Company of America Airports, LLC (9249); PCA Airports, Ltd. (8348); Parking Company of America Airports Phoenix, LLC (8343); and RCL Properties, LLC (2006). The mailing address for PCAA is 621 North Governor Printz Boulevard, Essington, PA 19029.

Declaration Of Charles Huntzinger In Support Of PCAA's Chapter 11 Petitions And Various First Day Applications And Motions (the "Huntzinger Declaration"), which has been filed contemporaneously herewith and (ii) the Declaration of Daniel C. McElhinney, Executive Director of Epiq (the "Supporting Declaration"), attached to the Proposed Order (as defined below) as Exhibit A. In further support of this Application, PCAA respectfully states as follows:

Background

A. Chapter 11 Cases

1. On the date hereof (the "Petition Date"), each of the PCAA entities filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The PCAA entities continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. A motion seeking joint administration of the Chapter 11 Cases for procedural purposes only is pending before this Court. No request for the appointment of a trustee or examiner has been made and no committees have been appointed or designated in PCAA's Chapter 11 Cases.

B. PCAA's Business Operations

2. PCAA runs the largest domestic off-site airport parking business, operating 31 off-site airport parking facilities comprising over 40,000 parking spaces near 20 major airports across the United States. PCAA owns or leases its off-airport parking facilities in, among other states, California, Arizona, Colorado, Texas, Georgia, Tennessee, Pennsylvania, Connecticut, New York, New Jersey, and Illinois. PCAA's locations are strategically positioned near major metropolitan airports and designed to offer customers an efficient and affordable alternative to on-site airport parking. PCAA has facilities located at seven of the ten busiest domestic airports. PCAA owns the underlying real property at approximately 70% of its

facilities, equating to ownership of nearly two-thirds of its aggregate parking spaces. The remaining facilities are typically leased on a long-term basis. Operations on owned land or long-term leased property account for a majority of PCAA's operating income.

3. PCAA, which operates under the trademarked banners "AviStar," "FastTrack," and "SkyPark," provides parking and related services that attempt to maximize convenience for corporate and recreational travelers. PCAA provides customers with 24-hour secure parking close to airport terminals, as well as frequent transportation via shuttle bus to and from their vehicles and the terminal. Customers either park their own cars or utilize the company's valet parking services. Indoor, outdoor, and covered parking options are available at PCAA's facilities. A shuttle bus fleet provides transit from the parking facility to the airport terminal or from the terminal to the parking facility, as the case may be. In addition to reserved parking and shuttle services, PCAA provides ancillary services such as car washes, gas stations, and auto repairs at some parking facilities.

C. Additional Information

4. Additional information regarding PCAA's businesses, capital structure and the circumstances leading to the filing of the Chapter 11 Cases is contained in the Affidavit Of Charles Huntzinger In Support Of PCAA's Chapter 11 Petitions And Various First Day Applications And Motions, which has been filed contemporaneously herewith.

Jurisdiction And Venue

5. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

6. By this Application, PCAA requests that this Court enter an order, substantially in the form attached hereto (the “Proposed Order”), pursuant to 28 U.S.C. § 156(c), Bankruptcy Rule 2002(f) and Local Rule 2002-1(f), authorizing PCAA’s employment and retention of Epiq as notice, claims, and balloting agent in these Chapter 11 Cases, in accordance with the terms and conditions set forth in that certain Services Agreement between PCAA and Epiq dated as of November 19, 2009 (the “Services Agreement”), attached to the Proposed Order as Exhibit B and incorporated herein by reference.

A. PCAA’s Need To Retain Epiq

7. PCAA has over 2,000 potential creditors and other parties in interest, many of whom are expected to file proofs of claim. PCAA believe that noticing and receiving, docketing, and maintaining proofs of claim and a register thereof would impose a heavy administrative burden upon the Court and the Office of the Clerk of the United States Bankruptcy Court for the District of Delaware (the “Clerk’s Office”). The Clerk’s Office may not be well-equipped to efficiently and effectively serve notice on the large number of creditors and parties in interest and administer claims during these Chapter 11 Cases. PCAA submits that retention of an agent to provide administrative services, such as those provided by Epiq, is necessary to alleviate the potential burden on the Court and the Clerk’s Office and, therefore, is in the best interests of PCAA’s estates and parties in interest.

B. Epiq’s Qualifications

8. Epiq is a nationally recognized specialist in chapter 11 administration and has vast experience in noticing and claims administration in chapter 11 cases. As specialists in legal administration services, Epiq provides comprehensive solutions to design legal notice

programs and manage claims issues for chapter 11 cases. With respect to chapter 11 case management, Epiq specializes in noticing, claims processing, balloting, and other administrative tasks necessary to operate chapter 11 cases effectively.

9. The relief requested in this Motion is similar to that granted in a number of other recent cases in this District. See, e.g., In re Pacific Ethanol Holding Co. LLC, Case No. 09-11713 (KG) (Bankr. D. Del. May 17, 2009); In re Crucible Materials Corp., Case No. 09-11582 (MFW) (Bankr. D. Del. May 6, 2009); In re Stock Building Supply Holdings, LLC, Case No. 09-11554 (MFW) (Bankr. D. Del. May 6, 2009); In re Norwood Promotional Products Holdings, Inc., Case No. 09-11547 (PJW) (Bankr. D. Del. May 5, 2009); In re Filene's Basement (n/k/a) FB Liquidating Estate, Case No. 09-11525 (MFW) (Bankr. D. Del. May 4, 2009); In re AbitibiBowater Inc., Case No. 09-11296 (KJC) (Bankr. D. Del. Apr. 16, 2009); In re BT Holding III, LLC (f/k/a BT Tires Group Holdings, LLC), Case No. 09-11173 (CSS) (Bankr. D. Del. Apr. 2, 2009); In re Nova Holding Clinton County, LLC, Case No. 09-11081 (KG) (Bankr. D. Del. Mar. 30, 2009); In re Drug Fair Group, Inc., Case No. 09-10897 (BLS) (Bankr. D. Del. Mar. 18, 2009).

C. Epiq's Disinterestedness and Representation

10. Although the Debtors do not propose to retain Epiq under section 327 of the Bankruptcy Code, to the best of PCAA's knowledge, information and belief, and based on the Supporting Declaration, Epiq is a "disinterested person," as that term is defined in section 101(14) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"). Based on the results of a search performed to date, (i) Epiq has no material connection with PCAA, its creditors, or other parties in interest in these cases, and (ii) Epiq does not hold or represent an interest materially adverse to PCAA's estates with respect to any matter

upon which Epiq would be engaged. If any new material facts or circumstances are discovered, Epiq will supplement its disclosure to the Court. Further, as set forth in the Supporting Declaration, there are no outstanding amounts owed by PCAA to Epiq.

11. As part of its retention, Epiq agrees that:

- (a) Epiq will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the Claims Agent in these Chapter 11 Cases;
- (b) By accepting employment in these Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government;
- (c) In its capacity as the Claims Agent in these Chapter 11 Cases, Epiq will not be an agent of the United States government and will not act on behalf of the United States government; and
- (d) Epiq will not employ employees of the Debtors in connection with its work as the Claims Agent in these Chapter 11 Cases.

“Claims Agent” shall have the meaning ascribed to it in the Supporting Declaration.

D. Services To Be Provided

12. Subject to further order of the Court and consistent with the Services Agreement,² PCAA requests the employment and retention of Epiq to render noticing, claims processing, and balloting services in the nature and to the extent as follows:

Noticing:

- a) Prepare and serve a variety of documents on behalf of PCAA in these Chapter 11 Cases, including, but not limited to:
 - i. a notice of the commencement of PCAA’s Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - ii. a notice of any claims bar dates or administrative expenses;

² To the extent there is any discrepancy between the terms contained in this Application and those set forth in the Services Agreement, the terms of the Services Agreement shall control.

- iii. motions, applications, and other requests for relief and related documents;
 - iv. objections, responses, and replies with respect to requests for relief;
 - v. hearing agendas;
 - vi. objections to claims;
 - vii. any disclosure statements, chapter 11 plans, and all documents related thereto; and
 - viii. all notices of the filing of the documents listed above, hearings and such other miscellaneous notices as PCAA or the Court may deem necessary or appropriate for orderly administration of these Chapter 11 Cases.
- b) Maintain the notice lists;
 - c) File with the Clerk, within five (5) business days of service, an affidavit of service denoting a list of persons to whom a particular document was mailed (in alphabetical order), and the date such document was mailed; and
 - d) Prepare for filing and file with the Clerk's Office a certificate of service in conformity with Local Rule 9013-1(f) and (m)(iii) that includes (i) an organized list of persons on whom a document was served, along with their addresses and (ii) the date and manner of service.

Claims Administration:

- e) Maintain an official copy of PCAA's schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing PCAA's known creditors and the amounts owed thereto;
- f) Maintain official claims registers in each of PCAA's Chapter 11 Cases by docketing all proofs of claim and proofs of interest in a 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 appropriate;

- ii. the date the proof of claim or proof of interest was received by Epiq 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.
- g) Maintain copies of all proofs of claim and proofs of interest filed in these Chapter 11 Cases;
- h) Update the official claims registers in accordance with Court orders;
- i) Implement necessary security measures to ensure the completeness and integrity of the claims registers;
- j) Transmit to the Clerk's Office a copy of the claims registers as requested;
- k) Maintain an up-to-date mailing list for all entities that have filed proofs of claim or proofs of interest and make such list available upon request to the Clerk's Office or any party in interest;
- l) Provide access to the public for examination of copies of the proofs of claim and proofs of interest filed in these Chapter 11 Cases;
- m) Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and, if directed to do so by the Court, provide notice of such transfers as required by Bankruptcy Rule 3001(e); and
- n) Establish a case-specific website with case information, including key dates, service lists and free access to documents filed on the case docket.

Balloting Services:

- o) Act as balloting agent, which may include some or all of the following services:
 - i. printing ballots and coordinating the mailing of solicitation packages (i.e., ballots, disclosure statement, and chapter 11 plan) to all voting and non-voting parties and provide a certificate or affidavit of service with respect thereto;

- ii. establishing a toll-free number to receive questions regarding voting with respect to any chapter 11 plan;
- iii. receiving ballots at a post office box, inspecting ballots for conformity to voting procedures, date stamping and numbering ballots consecutively and tabulating and certifying the results; and
- iv. preparing voting reports by plan class, creditor or shareholder and amount for review and approval by PCAA or its counsel.

13. In addition to the foregoing services, Epiq will provide such other noticing, claims processing, balloting and administrative services as may be requested from time to time by PCAA. Moreover, Epiq shall be designated as the authorized repository for all proofs of claims filed in these Chapter 11 Cases and authorized and directed to maintain official claims registers for each of the PCAA entities and to provide the Clerk's Office with a certified duplicate thereof as directed by the Clerk's Office.

E. Epiq's Compensation

14. PCAA respectfully submits that the rates to be charged by Epiq for its services in connection with the notice, claims processing and balloting services are competitive and comparable to the rates charged by Epiq's competitors for similar services.

15. Furthermore, PCAA respectfully submits that the fees and expenses incurred by Epiq are administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals. Courts in this District and others have approved similar relief in other chapter 11 cases. See, e.g., In re Pacific Ethanol Holding Co. LLC, Case No. 09-11713 (KG) (Bankr. D. Del. May 17, 2009); In re Crucible Materials Corp., Case No. 09-11582 (MFW) (Bankr. D. Del. May 6, 2009); In re Stock Building Supply Holdings, LLC, Case No. 09-11554 (MFW) (Bankr. D. Del. May 6, 2009); In re Norwood Promotional Products Holdings,

Inc., Case No. 09-11547 (PJW) (Bankr. D. Del. May 5, 2009); In re Filene's Basement (n/k/a) FB Liquidating Estate, Case No. 09-11525 (MFW) (Bankr. D. Del. May 4, 2009); In re AbitibiBowater Inc., Case No. 09-11296 (KJC) (Bankr. D. Del. Apr. 16, 2009); In re BT Holding III, LLC (f/k/a BT Tires Group Holdings, LLC), Case No. 09-11173 (CSS) (Bankr. D. Del. Apr. 2, 2009); In re Nova Holding Clinton County, LLC, Case No. 09-11081 (KG) (Bankr. D. Del. Mar. 30, 2009); In re Drug Fair Group, Inc., Case No. 09-10897 (BLS) (Bankr. D. Del. Mar. 18, 2009).

16. Thus, PCAA respectfully requests authorization to compensate Epiq for services rendered to PCAA without further order of this Court upon Epiq's submission to PCAA of invoices summarizing in reasonable detail the services and expenses for which compensation is sought provided, however, that at the time the invoices are delivered to the Debtors, Epiq shall also serve a copy of the invoices upon the Office of the U.S. Trustee and any official committee(s) appointed in the cases.

Basis For Relief

17. Bankruptcy Rule 2002 generally regulates what notices must be provided to creditors and other parties in interest in bankruptcy cases. Under Bankruptcy Rule 2002(f), the Court may direct that some person other than the Clerk of the Court assume responsibility for providing notice of various matters including orders for relief and the time within which to file claims. In addition, section 156(c) of title 28 of the United States Code³ and Local Rule 2002-

³ Section 156(c) provides, in pertinent part:

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).

1(f)⁴ authorize the Court to use facilities other than those of the Clerk's Office for the administration of bankruptcy cases.

18. As noted above, PCAA estimates that there are in excess of 2,000 creditors in these Chapter 11 Cases. PCAA expects many if not all of the creditors to file proofs of claims. The noticing, receiving, docketing and maintaining of proofs of claims and a register thereof in this volume would be unduly time consuming and burdensome for the Court and Clerk's Office.

19. PCAA respectfully submits that the most effective and efficient manner of noticing creditors and parties in interest of the filing of PCAA's Chapter 11 Cases and other activities during the Chapter 11 Cases, transmitting, receiving, docketing, and maintaining proofs of claim filed in connection with these cases and soliciting ballots in favor of PCAA's chapter 11 plan or plans, is for PCAA to engage an independent third party to act as PCAA's notice, claims, and balloting agent.

20. PCAA respectfully submits that Epiq should be appointed as the agent to work on behalf of PCAA and the Court to ease the administrative burdens of these cases by performing the services described above. PCAA submits that Epiq is highly qualified to assume this responsibility.

⁴ Local Rule 2002-1(f) provides, in pertinent part:

Upon the Motion of the debtor or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28. U.S.C. § 156(c). In all cases with more than 200 creditors, unless the Court orders otherwise, the Debtors shall file such motion on the first day of the case or within ten (10) days thereafter. The notice and/or claims clerk may be retained to do any or all of the following: (i) prepare and serve all notices required in the case; (ii) maintain copies of all proofs of claim and proofs of interest filed in the case; (iii) maintain the official claims register; (iv) maintain an up-to-date mailing list of all creditors and all entitled who have filed proofs of claim or interest and/or requests for notices in the case; (v) assist the debtors with the reconciliation and resolution of claims; and (vi) mail and tabulate ballots for purposes of voting any notice, the notice/claims clerk shall file with the Court such notice, along with an affidavit of service.

Del. Bankr. L. R. 2002-1(f).

No Previous Request

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

Notice

22. Notice of this Motion has been provided to the following parties or their legal counsel (if known): (i) the U.S. Trustee, (ii) PCAA's prepetition secured lenders, and their respective agents, if any, (iii) the agents for PCAA's proposed debtor-in-possession lenders, and (iv) those creditors of PCAA holding the 20 largest unsecured claims. As the Motion is seeking "first day" relief, within two business days of the hearing on the Motion, PCAA will serve copies of the Motion and any order entered respecting the Motion on all parties required by Del. Bankr. L.R. 9013-1(m). PCAA submits that, in light of the relief requested, no other or further notice need be provided.

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WHEREFORE, PCAA respectfully requests entry of an order, substantially in the form attached to this Application, (i) authorizing PCAA's employment and retention of Epiq as notice, claims, and balloting agent in these Chapter 11 Cases and (ii) granting such other and further relief as the Court may deem just and proper.

Dated: January 28, 2010

PCAA Parent, LLC
(for itself and on behalf of its affiliated
debtors and debtors-in-possession)

By: 

Charles Huntzinger
President and Chief Executive Officer

Proposed Order

**UNITED STATES BANKRUPTCY COURT
FOR DISTRICT OF DELAWARE**

	X		
	:		
In re:	:		Chapter 11
	:		
PCAA PARENT, LLC, <u>et al.</u> , ¹	:		Case No. 10-____ (____)
	:		
	:		Jointly Administered
	:		
Debtors.	:		Re: Docket No. ____

**ORDER, PURSUANT TO 28 U.S.C. § 156(c), FED. R.
BANKR. P. 2002(f) AND DEL. BANKR. L. R. 2002-1(f), AUTHORIZING
EMPLOYMENT AND RETENTION OF EPIQ BANKRUPTCY
SOLUTIONS, LLC AS NOTICE, CLAIMS, AND BALLOTING AGENT**

Upon the application, dated January 28, 2010 (the “Application”)², of PCAA Parent, LLC and its affiliated debtors and debtors in possession (collectively, “PCAA”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) for entry of an order, pursuant to section 156(c) of title 28 of the United States Code, rule 2002(f) of the Federal Rules of Bankruptcy Procedure (as amended, the “Bankruptcy Rules”), and rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (as amended, the “Local Rules”), authorizing PCAA’s employment and retention of Epiq Bankruptcy Solutions, LLC (“Epiq”) as notice, claims, and balloting agent in these Chapter 11 Cases, in accordance with the terms and conditions set forth in that certain Services Agreement between PCAA and Epiq dated November 19, 2009 (the “Services

¹ The PCAA entities, along with the last four digits of their respective federal tax identification numbers, are as follows: PCAA Parent, LLC (8827); PCAA Chicago, LLC (0860); PCAA GP, LLC (4237); PCAA LP, LLC (none); PCAA Properties, LLC (0617); PCAA SP, LLC (3465); Airport Parking Management, Inc. (7571); PCAA Missouri, LLC (5702); PCAA SP-OK, LLC (none); PCAA Oakland, LLC (9451); Parking Company of America Airports, LLC (9249); PCA Airports, Ltd. (8348); Parking Company of America Airports Phoenix, LLC (8343); and RCL Properties, LLC (2006). The mailing address for PCAA is 621 North Governor Printz Boulevard, Essington, PA 19029.

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

Agreement”), attached hereto as Exhibit B, as more fully set forth in the Application; and upon consideration of (i) the Huntzinger Declaration and (ii) the Supporting Declaration, attached hereto as Exhibit A; and the Court being satisfied that Epiq is a “disinterested person” as such term is defined under 11 U.S.C. § 101(14), as modified by 11 U.S.C. § 1107(b); and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334; 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 in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided; and it appearing that no other or further notice need be provided; and the Court having determined that the relief sought in the Application is in the best interests of PCAA, its creditors and all other parties in interest; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Application is granted as set forth herein; and it is further

ORDERED that PCAA is authorized to retain and employ Epiq as notice, claims, and balloting agent under the terms of the Services Agreement to perform the services described in the Application and Services Agreement,³ and to receive, maintain, record, and otherwise

³ As described in greater detail in the Application and the Services Agreement, such services may include, among others, (a) preparing and serving required notices and other pleadings, (b) preparing a certificate of service for filing with the Clerk’s Office, (c) complying with applicable laws, rules, orders and other requirements, (d) receiving and recording proofs of claim and proofs of interest filed in these Chapter 11 Cases, (e) creating and maintaining an official claims register, (f) transmitting to the Clerk’s Office a copy of the claims register upon request and at agreed upon intervals, (g) maintaining and updating the master mailing list of creditors, (h) gathering data in conjunction with the preparation of PCAA’s Schedules and statements, (i) performing administrative tasks pertaining to the administration of these Chapter 11 Cases, and (j) performing such other noticing services as may be required.

administer the proofs of claim filed in these Chapter 11 Cases, effective as of the petition date of these cases; and it is further

ORDERED that Epiq is designated as the authorized repository for all proofs of claims filed in these Chapter 11 Cases and is authorized and directed to maintain an official claims register for each of the PCAA entities and to provide the Clerk's Office with a certified duplicate thereof as directed by the Clerk's Office; and it is further

ORDERED that PCAA and Epiq are authorized to take such other action as is reasonably necessary to comply with all duties set forth in the Application and this Order; and it is further

ORDERED that PCAA is authorized to compensate Epiq in accordance with the Services Agreement and upon the receipt of reasonably detailed invoices setting forth the services and expenses for which compensation is sought and the rates charged for each, and to reimburse Epiq for all reasonable and necessary expenses it may incur upon the presentation of appropriate documentation and without the necessity for Epiq to file an application for compensation or reimbursement with the Court; provided, however, that at the time the invoices are delivered to the Debtors, Epiq shall also serve a copy of the invoices upon the Office of the U.S. Trustee and any official committee(s) appointed in the cases; provided further that this Court retains jurisdiction to resolve any disputes between Epiq and the Debtors with respect to such invoices.; and it is further

ORDERED that Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Epiq incurred pursuant to the Services Agreement shall be an administrative expense of the Debtors' estates; and it is further

ORDERED that Epiq will apply its retainer under the Services Agreement during the Chapter 11 Cases in satisfaction of its obligations prior to seeking payment from the Debtors; and it is further

ORDERED the indemnification provisions of the Services Agreement are modified as follows:

- a) Subject to the provisions of subparagraphs (c) and (d) below, the Debtors are authorized to indemnify, and shall indemnify, Epiq, in accordance with the Services Agreement, for any claim arising from, related to or in connection with their performance of the services described in the Services Agreement;
- b) Epiq shall not be entitled to indemnification, contribution or reimbursement pursuant to the Services Agreement for services other than those described in the Services Agreement, unless such services and indemnification therefore are approved by the Court;
- c) The Debtors shall have no obligation to indemnify Epiq, or provide contribution or reimbursement to Epiq, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Epiq's gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtors allege the breach of Epiq's contractual obligations 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 prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing to be a claim or expense for which Epiq should not receive indemnity, contribution or reimbursement under the terms of the Services Agreement as modified by this Order; and
- d) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this Chapter 11 Case (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing this Chapter 11 Case, Epiq believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Services Agreement (as modified by this Order), including without limitation the advancement of defense costs, Epiq must file an application therefore in this Court, and the Debtors may not pay any such amounts to Epiq before the entry of an order by this Court approving the payment. This subparagraph (d) is intended only to

specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Epiq for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Epiq. All parties in interest shall retain the right to object to any demand by Epiq for indemnification, contribution or reimbursement.

ORDERED if these cases convert to cases under chapter 7, Epiq will continue to be paid for its services until the claims filed in these Chapter 11 Cases have been completely processed; if claims agent's representation is necessary in the converted chapter 7 cases, Epiq will continue to be paid in accordance with 28 U.S.C. §156(c) under the terms set out herein; provided, however, nothing herein or in the Services Agreement obligates a successor chapter 7 trustee or chapter 11 trustee to employ Epiq; and it is further

ORDERED that in the event Epiq is unable to provide the services set out in this order; Epiq will immediately notify the Clerk's Office and PCAA's counsel 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's Office and PCAA's counsel; and it is further

ORDERED that as soon as reasonably practicable following entry of this order, PCAA shall serve a copy of the Application and this order upon (i) the Office of the United States Trustee for the District of Delaware, (ii) the Securities and Exchange Commission, the Internal Revenue Service, and other government agencies to the extent required by the Bankruptcy Rules and the Local Rules and (iii) the twenty (20) largest unsecured creditors of each of the PCAA entities; and it is further

ORDERED that neither the Debtors (or their successor(s)) nor Epiq shall terminate Epiq's engagement prior to the effective date of (a) confirmed plan(s) of reorganization without further order of this Court. In the event that Epiq's engagement is

terminated, Epiq shall cooperate with any successor claims agent and the Court Clerk's office to ensure the proper transfer of claims and other engagement-related data; and it is further

ORDERED that PCAA and Epiq are hereby authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the terms of this Order; and it is further

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

Dated: _____, 2010

UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Supporting Declaration

UNITED STATES BANKRUPTCY COURT
FOR DISTRICT OF DELAWARE

	-X	
	:	
In re:	:	Chapter 11
	:	
	:	Case No. 10-____ (____)
PCAA PARENT, LLC, <u>et al.</u> , ¹	:	
	:	Joint Administration Requested
	:	
Debtors.	:	
	-X	

**DECLARATION DANIEL C. MCELHINNEY IN SUPPORT OF
APPLICATION FOR ORDER, PURSUANT TO 28 U.S.C. § 156(c), FED. R.
BANKR. P. 2002(f) AND DEL. BANKR. L. R. 2002-1(f), AUTHORIZING
EMPLOYMENT AND RETENTION OF EPIQ BANKRUPTCY
SOLUTIONS, LLC AS NOTICE, CLAIMS, AND BALLOTING AGENT**

I, Daniel C. McElhinney, pursuant to 28 U.S.C. § 1746, hereby declare:

1. I am the Executive Director of Epiq Bankruptcy Solutions, LLC (“Epiq”), which is engaged in chapter 11 administration and claims consulting and analysis. I submit this declaration in support of the application (the “Application”) of the debtors and debtors in possession in the above-captioned cases (collectively, “PCAA”) for entry of an order authorizing PCAA’s employment and retention of PCAA as notice, claims, and balloting agent in these cases (the “Claims Agent”).

2. The services Epiq proposes to render as Claims Agent are described in the Application and set forth in that certain Services Agreement, dated November 19, 2009, attached

¹ The PCAA entities, along with the last four digits of their respective federal tax identification numbers, are as follows: PCAA Parent, LLC (8827); PCAA Chicago, LLC (0860); PCAA GP, LLC (4237); PCAA LP, LLC (none); PCAA Properties, LLC (0617); PCAA SP, LLC (3465); Airport Parking Management, Inc. (7571); PCAA Missouri, LLC (5702); PCAA SP-OK, LLC (none); PCAA Oakland, LLC (9451); Parking Company of America Airports, LLC (9249); PCA Airports, Ltd. (8348); Parking Company of America Airports Phoenix, LLC (8343); and RCL Properties, LLC (2006). The mailing address for PCAA is 621 North Governor Printz Boulevard, Essington, PA 19029.

as Exhibit B (the “Services Agreement”) to the proposed order and incorporated herein by reference.

3. Epiq specializes in providing comprehensive claims management, case administration and related administrative consulting services in connection with large and complex chapter 11 restructurings. Epiq also has expertise in all aspects of claims administration, including noticing, schedule preparation, claims docketing, and vote tabulation and disbursement services.

4. Epiq has provided or currently provides identical or substantially similar services as those services proposed to be provided pursuant to the Services Agreement in other chapter 11 cases in this District and other jurisdictions. See, e.g., In re Pacific Ethanol Holding Co. LLC, Case No. 09-11713 (KG) (Bankr. D. Del. May 17, 2009); In re Crucible Materials Corp., Case No. 09-11582 (MFW) (Bankr. D. Del. May 6, 2009); In re Stock Building Supply Holdings, LLC, Case No. 09-11554 (MFW) (Bankr. D. Del. May 6, 2009); In re Norwood Promotional Products Holdings, Inc., Case No. 09-11547 (PJW) (Bankr. D. Del. May 5, 2009); In re Filene’s Basement (n/k/a) FB Liquidating Estate, Case No. 09-11525 (MFW) (Bankr. D. Del. May 4, 2009); In re AbitibiBowater Inc., Case No. 09-11296 (KJC) (Bankr. D. Del. Apr. 16, 2009); In re BT Holding III, LLC (f/k/a BT Tires Group Holdings, LLC), Case No. 09-11173 (CSS) (Bankr. D. Del. Apr. 2, 2009); In re Nova Holding Clinton County, LLC, Case No. 09-11081 (KG) (Bankr. D. Del. Mar. 30, 2009); In re Drug Fair Group, Inc., Case No. 09-10897 (BLS) (Bankr. D. Del. Mar. 18, 2009), as well as In re Chrysler LLC, Case No. 09-50002 (AJG) (Bankr. S.D.N.Y. April 30, 2009); In re Lehman Brothers Holdings Inc., Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. Sept. 15, 2008); In re Lyondell Chemical Company, Case No. 09-10023 (REG) (Bankr. S.D.N.Y. Jan. 6, 2009); In re Enron Creditors Recovery Corp., Case No. 01-

16034 (AJG) (Bankr. S.D.N.Y. Dec. 2, 2001); In re Worldcom, Inc., Case No. 02-13533 (AJG) (Bankr. S.D.N.Y. July 21, 2002).. Accordingly, I believe Epiq is well qualified to act as Claims Agent for these cases.

5. In preparing this declaration, I caused to be submitted for review by our conflicts check system the names of all known potential parties in interest (the “Potential Parties in Interest”) in this case, which included the following:

- Debtors and Affiliates
- Debtors’ Directors and Officers
- Lenders and Agents
- Unions
- Landlords
- Litigation Parties
- Professionals
- Shareholders
- Insurance Brokers and Providers/Underwriters
- Utilities
- Unsecured Creditors

The list of Potential Parties in Interest was provided to us by PCAA and is set forth in Schedule 1 attached hereto. The results of this review were compiled and analyzed by Epiq employees acting under my supervision and did not reveal any conflicts.

6. PCAA has many creditors, and accordingly, Epiq may have rendered and may continue to render services to certain of these creditors. Epiq has determined as the result of its conflicts review that it serves as claims and noticing agent in chapter 11 cases of the following entities: (a) Capmark Financial Group, Inc.; (b) Worldcom, Inc. and related debtors, including TTI National Inc. and MCI Canada, Inc. and various other “MCI” entities; and (c) Safety Kleen Corp and related debtors. Each of these debtor entities appears to be a creditor or party in interest in the Debtors’ cases. Given the neutral role of the services Epiq provides in these cases, we do not view such relationships as a real or potential conflict.

7. Epiq has not and will not represent the separate interests of any such creditor in these cases. Additionally, Epiq employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of PCAA. For example, one or more of Epiq's employees may have obligations outstanding with financial institutions that are creditors of PCAA or may have used PCAA's services.

8. Epiq shares a corporate parent with certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and chapter 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

9. To the best of my knowledge and except as disclosed herein, Epiq neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code") as required by section 327(a) of the Bankruptcy Code. Epiq will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

10. The rates Epiq will charge in these cases for its services are at least as favorable as those charged by Epiq to other chapter 11 debtors for similar services.

11. Epiq represents, among other things, that:

- a. it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims Agent;

- b. by accepting employment in this bankruptcy case, Epiq waives any right to receive compensation from the United States government;
- c. in its capacity as Claims Agent, Epiq will not be an agent of the United States and will not act on behalf of the United States; and
- d. Epiq will not employ any past or present employees of the Debtors in connection with its work as Claims Agent.

12. Should Epiq discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Epiq will use reasonable efforts to file promptly a supplemental declaration.

13. Epiq will comply with all requests of the Clerk of the Court and follow the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

I certify under penalty of perjury that, based upon my knowledge, information and belief as set forth in this Declaration, the foregoing is true and correct.

Dated: January 28, 2010



Daniel C. McElhinney
Executive Director

Schedule 1

Potential Parties In Interest

Potential Parties In Interest

PCAA Entities

Airport Parking Management, Inc.	PCAA Missouri, LLC
Parking Company of America Airports Phoenix, LLC	PCAA Oakland, LLC
Parking Company of America Airports, LLC	PCAA Parent, LLC
PCA Airports, Ltd.	PCAA Properties, LLC
PCAA Chicago, LLC	PCAA SP, LLC
PCAA GP, LLC	PCAA SP-OK, LLC
PCAA LP, LLC	RCL Properties, LLC

Current and Former Directors, Officers, and Senior Managers

Al Kraemer	Jim Shrank
Al O'Harra	John Dobinski
Alan B. Miller	John Levin II
Charles Huntzinger	Lena Lushenko
Dan Rothbaum	Lizabeth Sosa
Darcell Robinson	Mark Shapiro
Duncan Bachen	Shirley Sheum
Ethan Spiegelberg	Tim Palmer
Greg McCarthy	Todd Weintraub

Lenders, Agents, and Servicers

Capmark Bank	GMAC Commercial Mortgage Securities, Inc.
Capmark Finance, Inc.	ING Real Estate Finance (USA) LLC
Capmark Structured Real Estate, Ltd.	LaSalle Global Trust Services
CWCapital Asset Management LLC	Midland Loan Services, Inc.
Dekabank Deutsche Girozentrale	Mortgage Pass-Through Certificates, Series 2004-C1
Deutsche Hypothekbank Ag	Wells Fargo Bank Minnesota
GMAC Commercial Mortgage Bank	Wells Fargo Bank, N.A.
GMAC Commercial Mortgage Corporation	

Unions

AFL-CIO/Teamsters
Teamsters Automotive and Allied Workers, Local Union No. 665
United Service Workers Union, Local 1031

The Teamster Automotive Employees, Local Union No. 853, Affiliated with the Union,
Covering the Employment of Persons Coming Under the Jurisdiction of the Union in Oakland,
California

Teamsters Automotive Chauffeurs, Parts, Garage, Office Clerical, Airline, Healthcare, Petroleum
Industry, Produce, Bakery and Industrial Workers within Western Pennsylvania and Joint
Council #40, Local Union No. 926, Affiliated with International Brotherhood of Teamsters

Landlords

146-246 Haynes Avenue, LLC
20-21 Ella Grasso Turnpike Limited
Partnership
Airport Realty Development Corp.
Alvin and Evelyn Arata Trust
Ascor Corporation
Budget Rent A Car System, Inc.
Carnegie McClellan Associates
CB Holding LLC
Charles Murkowicz
Charles Weinberg
Charlisia L. Brown
City of Houston, Texas
City of South San Francisco
Colonial Living Trust
Deborah A. David and J. Lawrence David
Diversified Equities and Management
Elias S. Hanna Trust
Elias S. Hanna, M.D.
Engle Road of Brookpark, LLC
Evelyn Arata
Evergreen Two, Inc.
Fleet Recovery, Inc.
Fleet Recovery, Inc.
Frank Lemieux
Freeburg Properties LLC
Girst Pacific Realty Company, LLC
Golden Gate Produce Terminal
Grazia Alampi

Harry Birns and Rita Birns
Hartford Parking Property LLC
Hartford Parking, LLC
Haynes Avenue Realty Associates, LLC
Helen H. Freeburg
Hoffman Properties II, L.P.
Ironworkers Funds Service Facility, Inc.
K.E.G. Land Associates, L.P.
L.A.G. Hotel Associates Limited
Partnership
L48 Realty, LLC
Next Realty
Norman Kurkland
Park 'N Fly, Inc.
Park Plaza Hotel
Paul Bourque, Laura A. Bourque, Doug
Patterson and Valerie A. Patterson
PRF of Connecticut (Manosous)
Ramada Hotels
Ray Saks
Reywal Co. Limited Partnership
Richard West
Roberty S. Hoffman Trust
Scumbags, An Arizona LLC
Shuwall, Shuwall & Weisfeld
Stanley Diamond Enterprises, Inc.
Sunoco, Inc. (R&M)
Urban Growth Property Limited Partnership
W.W. Grainger, Inc.

Litigation Parties

Alethea Gibbs
Anthony Zumbo
Burdei

Ellen Pace
Evan Geiger
Family of Twayne Scott

Howard Shapiro
Ian Mitchell
Julissa Castillo
Kathie Fieldman
Lonnie Whatley
Louis Marsh
Louse McDonough
Newport Uniform

Noel Sharpe
Radisoan
Philip W. Engle
Roncari
Stacy Spanier
San Mateo County, California Health
Department
San Francisco International Airport

Proposed Purchaser And Related Parties

Bainbridge/ZKS Holding Company, LLC
Corinthian Jetliner

Professionals

SSG Capital Advisors, LLC
Akerman Senterfitt LLP
Alexander S Fuqua
Andy Lu
Apollo Solutions Ltd
Aspire Hr Consulting
Careerbuilder Employment Weekly
Carlton Fields
Cat Computers, LLC
Christy Macale
Convergence Company
Deloitte Financial Advisory Services LLP
Dykema Gossett
Ernst & Young, LLP
Fidelity National Title Insurance
Fred Camin

Jeffer, Mangels, Butler & Marmaro LLP
John Michael Keller
Kikuchi & Associates
KPMG LLP
Kreinik Associates LLC
Law Office Of Craig Cohen LLC
Littler Medelson, P.C.
Mayflower Transit, LLC
Nex Tec Group Llc
Phillip Jordan Architects
Plank & Brahm
Raven Partners
Riker Danzig Scherer
Sherry L. Horowitz
The North Highland Company
Trachtenberg Roder & Friedberg, LLP

Direct and Indirect Equity Holders

Frank Lemieux
Macquarie Americas Parking Corporation
Macquarie Infrastructure Company Trust
Macquarie Infrastructure Company, Inc.
Macquarie Infrastructure Company, LLC
New WAI Holdings
Parking Company of America Airports Holdings, LLC

Richard West
Seacoast Holdings (PCAAH) Inc.

Insurers and Insurance Broker

American International Group (AIG)
AIU Holdings
Federal Insurance Company (Chubb)
National Union Fire Insurance Company of Pittsburgh, PA (CHARTIS)
The Graham Company
The Insurance Company of the State of Pennsylvania
Travelers Indemnity Company of Connecticut
Travelers Property Casualty Company of America

Utilities

A Beep LLC	City of Columbus Water & Sewer Svcs.
Allegheny County Airport	City of East Point
Allied Security	City of Houston
Allied Waste Service	City of Houston Dept. Of Aviation
Ameren UE	City of Houston Water
American Electric Power	City of Houston, Water Department
Aqua Pennsylvania	City of Houston, Water Dept.
ARC Disposal Company	City of Irving
Arizona Public Service	City of Irving-Utility Billing
AT&T	City of Newark
Atmos Energy	City of Newark Division
Aubeta	City of Oklahoma City
Aubeta Network	City of Phoenix
Bell South	City of South San Francisco
Broadview Networks	City Waste Services
California Water Services	City Waste Services Of New York
Call-A-Head Corp	Clean Energy
Cellplus Networks, LLC / Total Com	Clear Channel Outdoor
Central Copier Service	Cleveland Communications
ChoiceOne Communication	Columbia Gas
Cingular	Columbia Gas of Ohio
Cintas	Com Ed
Citco	Comcast
City of Atlanta	COMED
City of Brook Park	Comed Deposit
City of Cleveland	Con Edison Deposit - New Power Supply
City of College Park	Con Edison Deposit (New Meter)

Con Edison
Connecticut Light & Power
Connecticut Water
Container Bank
Cox Communications
Dallas/FT. Worth Intl. Airport
De Lage Landen
Deposits-Ohio BWC
Dex Qwest
Direct TV
Directory Graphics
Dish Network
Dominion
Dominion East Ohio
Dominion Peoples
Duncan Disposal
Duquesne Light Company
Earthlink
East Bay Municipal
East Bay Municipal District
Erie County Water
Erie County Water Authority
Express Auto Corp
Exxon Mobil
Exxon Mobil Fleet
Fernando Sarmiento
Filterfresh-Hartford
Findlay Twmsp Municipal Author
First Federal Leasing
Fleet One
Fleet Recovery Inc
Fleetwash
Fuelman
Gas South
Globix Corp.
Granite Auto Leasing Corp.
Great America
Great America Leasing
Great America Leasing Corp
Guttman Oil Company
Hertz
Houston Airport System
Illuminating Company
Industrial Television Services, Inc.
Insight Mobile Data
Interspace Serv

Iron City Uniform Rental
Jaf Station
JC Decaux
Lightship Telecom
Luis Sarmiento
Magic Exterminator
Magnum
Marlin Leasing
Marquez Lawn Service
MCI
McPherson Oil Company
Memphis Light, Gas & Water
Metropolitan ST. Louis
Mirian Loja
Missouri American Water
Mister Security
Mobile Mini
Mobile Wash & Detail to Go
Mobile Wash & Steam Cleaning
Mpower Communications
National Fuel
National Grid
Nationalgrid
Nextel
Nextel Communications
Nextel Partners
Niagara Frontier Transportation
Niagara Mohawk Power
Nicor Gas
NYC Water Board
Offen Inc.
OGE
Oklahoma Natural Gas
Olympian
PECO
Peco Energy
Penn Pride
PG&E Company
Pitney Bowes
Port of Oakland
PSC Communications
PSE&G Co
Public Service Co. of Colorado
Quench Inc
Qwest
Qwest Dex Media

R.T. Consulting
 RC Deposits-Great American Leasing
 RCN
 Reliant Energy
 San Francisco Airport Com
 San Francisco Chronicle
 SBC
 SBC Long Distance East
 SBC Smart Yellow Pages
 SBC Smartpages
 SBC Smartpages.Com
 SBC SW Bell Yellow Pages
 Scott - Cell
 Sieveking, Inc.
 SLM Waste
 SLM Waste & Recycling
 SMG Security System
 South SF Scavenger Co
 Southern Company Gas
 Sparkletts
 Sprint
 Suburban General Maintenance
 Supreme Auto Upholstery
 Tele-Communications Inc.
 Telepacific Communications
 Texaco
 The Illuminating Co
 Time Warner Cable
 Timeslot Trucking
 T-Mobile
 Town of Windsor Locks
 Treasurer of City of St. Louis
 Trillium/Emergencies only

Triple C Communications
 TTI
 TTI National
 TTI NATIONAL INC
 TXU Electric
 USA Hauling
 Verizon
 Verizon-Baltimore
 Verizon Cabs
 Verizon Directories Corp
 Verizon Online
 Verizon-Phila
 Verizon Southwest
 Verizon Wireless
 Village of Franklin Park
 Waste Connection
 Waste Connections, Inc - Okc
 Waste Management
 Waste Management New Jersey Inc.
 Waste Management of Alameda
 Waste Management of Arizona
 Waste Management of Denver
 Waste Management of Memphis
 Waste Management of New Jersey
 Waste Management of PA
 Waste Management of Tn-Memphis
 Water Revenue Bureau
 Waterboy
 Whitehead Oil Co. Inc
 XO Communications Services
 Yankee Gas
 Yellow Pages.com
 Zuccherio Landscape

200 Largest Unsecured Creditors

146-246 Haynes-Haynes Ave. Realty Assoc.
 20-21 Ella Grasso Turnpike Associates LI
 45 Waste Control
 4-Seasons
 A B C Fire & Safety Inc
 A Beep LLC
 A Check America
 A.M.F.Electric Co Inc
 Able Computer Services

Accountemps
 Adams County Clerk
 ADP
 Advanced Detailing
 Akerman Senterfitt LLP
 AIU Holdings
 American Express
 American Furniture Rentals
 Apollo Solutions Ltd

Apple Vacations
 Aramark
 Archive America
 Associated Service Company
 AT&T
 Aubeta Networks
 Autozone
 Azar Properties
 Bay Area Bus Repair
 Beltrans Auto Mobile Detail Service
 Berea Auto Works
 Brighton Ford
 Brinks Inc.
 Bryan Auto, Inc
 Bubble Hand Car Wash
 Budget Rent A Car Systems
 Bus Service Inc.
 Call-A-Head Corp
 CB Holding LLC
 CBS Radio Holdings
 Charles Murkowicz
 Charlisa Brown Burns
 Charter Oak Home Improvement
 Christine Egea
 City of College Park
 City of East Point
 City of St Louis Airport
 Classic Detail LLC
 Comed
 Commercial Business Forms, Inc
 Complete Body Rebuilders
 Complete Lighting & Sign Svce
 Comptroller of Public Accounts
 Control Systems, Inc
 Corky's Auto Parts Inc
 CRG Partners
 CSK Auto Inc
 Culligan Water
 Deborah Denise Jackson
 Dell Marketing L.P.
 Denver Intl Airport
 Detailing Unlimited
 Direct Paper Supply
 Directory Graphics
 Dockside Associates Pier 30 L.P.
 Dr. Elias Hanna

Duquesne Light Company
 Earlene Cochran
 East Bay Sales Inc.
 Economy Electric Supply Co
 Endagraph
 Engle Road of Brookpark, LLC
 Ernst & Young, Llp
 Executive Security
 Expert Auto Detailing
 F.E.B. Landscaping
 Filterfresh
 Filterfresh Central Jersey
 Firestone Tire & Service Ctrs.
 Flat Iron Capital
 Fleet One
 Fleet Recovery
 Fleetwash, Inc
 Fox Tire
 Fox Valley Systems Inc
 French Gerleman
 Gene Ptacek & Son Fire Equipment Inc
 Gerard Plumbing & Heating Inc.
 Globe Petroleum
 Good Stuff Coupons
 Google Inc
 Grazia Alampi
 Gregorio Gomez, Contracor
 H & A Media Group
 Hagar's Supreme Lawn Maintenance
 Hamco Products Company
 Hillyard/San Francisco
 Home Depot / Gefc
 Hudson Energy
 Infotec Business Solutions
 Integri Colors
 Interspace Services
 Iron City Uniform Rental
 Jeffer, Mangels, Butler & Marmaro LLP
 Jirleny J. Cabral
 Joanne Mc Hugh
 John Duffy Fuel
 Keystone Outdoor Advertising Company, Inc
 Keystone Tire & Auto Supply Inc
 Kimbrough Fire Extinguisher Co
 King Data Services

Kreinik Associates LLC
 L48 Hotel, LLC
 Lambco Electric
 Law Offices Of Dykema Gossett
 Lawrence David
 Lighting Technologies
 Littler Medelson, P.C.
 Long Term Parking.Com
 Maddens Auto Body
 Marlin Leasing
 Mayer, Brown, LLP
 Mcgaha Landscaping
 Metro Fleet Services, Inc
 MG Security Systems Inc
 Miller's Towing, Inc
 Mobile Tech
 Modspace
 Money Mailer Response Marketin
 Napa Auto Parts
 Netpark, LLC
 Nex Tec Group LLC
 Next Process LP
 Niagara Frontier Transp Authority
 Office Team
 OGE
 Ohio Department Of Taxation
 One Communications
 Pace Communication
 Pacific Gas & Electric Co.
 Park 'N Fly
 Patricia Sheldon
 Paul Bourque & Doug Patterson
 PCAA - Cleveland
 PCAA - Haynes 9041
 PCAA - Oakland 9013
 PCAA - Oklahoma Petty Cash
 PCAA - Sunpark 9066
 PCAA - Sunpark St. Louis
 PECO Energy
 Plank & Brahm
 Pleasanton Chamber Of Commerce
 Point Spring & Driveshaft
 Precision Time System
 Prostar Specialties Inc.
 Qwest
 Ramada Inn Newark

Ray Saks
 Reywal Co. Limited Partnership
 Ricoh Americas Corporation
 Ross & Suchoff
 Safety Kleen
 Salerno Tire Corp
 Sams Club
 Schiano Bros. Inc
 Scumbags, An Arizona LLC
 Secure Net
 Shelby County Clerk
 Sieveking Inc
 Sign A Rama
 Signs First
 Six Stars Auto Body
 Smidgeon, Ink.
 Solomon Edwards Group, LLC
 Sparketts
 Sprint
 Staples Business Advantage
 Startex Power
 State Insurance Fund
 Strouhal Tire Centers
 Sunoco, Inc. (R&M)
 Suntrup Westport Ford
 Terry P's Mobile Service
 The Graham Company
 The Pohly Company
 The Toledo Ticket Company
 Tire Distribution Systems, In.
 Tires R Us
 Tom Scherr
 Total 1 Web
 Town Of Windsor Locks Tax Collector
 TTI National Inc
 Union Auto Parts
 USA Hauling
 USA Today
 Vanguard
 Verizon
 Village of Franklin Park
 W.B. Mason Company Inc
 William D. White Co. Inc
 Woltz & Wind Ford Inc.
 World Class Business Products Inc
 Xerox Corporation

Yahoo! Search Marketing

Exhibit B
Services Agreement

October 15, 2009

Matthew S. Barr, Esq.
Milbank, Tweed, Hadley & McCloy LLP
1 Chase Manhattan Plaza
New York, New York 10005-1413

Dear Mr. Barr:

Thank you for this opportunity to submit a proposal to assist you in connection with the potential Chapter 11 filing of your client. All of us here at Epiq Bankruptcy Solutions, LLC (formerly known as Bankruptcy Services LLC) are eager to work with you and your client on this engagement.

Epiq provides comprehensive claims management, case administration and related administrative consulting services in connection with large and complex chapter 11 restructurings. With a full complement of Consultants, Case Managers, IT Professionals and Administrative Services staff, Epiq has the capacity to handle the largest and most complex chapter 11 cases to be filed. Indeed, by successfully managing cases such as Chrysler, Lehman, Lyondell, Enron, WorldCom, Adelphia, Delta Airlines, Northwest Air Lines and Global Crossing – many of them simultaneously – we are confident that Epiq has the expertise and experience to provide the highest standard of service and performance in each and every engagement.

If retained, a dedicated team of Consultants and Case Managers will be assigned to this matter. Our senior Case Management staff has an average of 10 years experience working on complex chapter 11 restructurings. In addition, all of the following restructuring professionals will be assigned to this matter, as needed, with each bringing a significant amount of chapter 11 experience and expertise to the engagement:

- **Daniel C. McElbinney, Esq.**, who is the Executive Director of Epiq. Prior to joining Epiq, Dan was a senior associate in the business reorganization and restructuring department of Willkie Farr & Gallagher LLP. While at Willkie, Dan worked predominantly on chapter 11 debtor engagements, including Safelite Glass Corp., Converse, Inc., Classic Communications, Maxxim Medical Group, ATX Communications and Werner Holdings. Before that, he clerked for the Honorable Arthur J. Gonzalez, a United States Bankruptcy Judge in the Southern District of New York. Dan oversees Epiq's day-to-day business operations.
- **James Katchadurian**, who is Senior Vice President of Epiq. Prior to joining Epiq, James served as the chief financial officer of a debtor company, and now specialize in assisting debtors prepare for chapter 11 filings, including the assembly of their schedules and statements of financial affairs. James and his team of consultants have assisted numerous debtors in connection with on-site chapter 11 preparation, coordination of schedules and statements of financial affairs, claim reconciliation, solicitation

coordination, contract and lease review, among other projects. Specific clients include Northwest Airlines, Tower Automotive, Delta Air Lines, St. Vincent's Hospital and United Airlines, among others.

- **Bradley J. Tuttle**, who is a Vice President and Senior Consultant. Brad specializes in assisting debtors with pre-filing preparation including creditor matrix compilation, the assembly of schedules and statements of financial affairs and claims management process development and implementation. Brad's key case experience includes Delta Air Lines, American Home Mortgage, Frontier Airlines, Smurfit Stone Container, WCI Communities, United Airlines, Chrysler LLC and Tribune Company.
- **Tauheed Williams**, who is a Vice President and Senior Consultant. Prior to joining Epiq, Tauheed was a Director with BMC Group where he led a number of engagements including, Teligent, Inc., Fansteel, Inc., Doctors Community Healthcare, Exide Technologies, Inc., Musicland, Inc., Dan River, Inc., Tropical Sportswear, Rhodes, Inc. and most recently the Dana Corporation.
- **Jennifer Meyerowitz, Esq.**, who is a Vice President and Senior Consultant. Prior to joining Epiq, Jennifer was a senior associate in the Bankruptcy, Workouts and Reorganization Practice Group at Alston & Bird LLP where she worked primarily on Chapter 11 debtor engagements, including HomeBanc Mortgage Corporation, Bill's Dollar Stores, Inc., South Fulton Medical Center, Inc. and Southwest Recreational Industries, Inc., among others.
- **Jason Horwitz, Esq.**, who is a Vice President and Senior Consultant. Prior to joining Epiq, Jason was a senior associate in the Bankruptcy and Restructuring group at Perkins Coie LLP, and prior to that served as a senior associate in the Restructuring practice at Kirkland & Ellis LLP. While at both Perkins Coie and K&E, Jason worked predominantly on chapter 11 debtor engagements, including Tower Automotive, Exide Technologies, Fleming Companies, Foster & Gallagher, United Airlines and Chicago H&S Hotel Property, LLC.
- **Jane Sullivan**, who is the Executive Director of our affiliate, Epiq Financial Balloting Group, LLC, the premier provider of chapter 11 solicitation, tabulation and noticing services to holders of a debtor's public securities. Jane and her team have worked on many of the largest and most complex cases ever filed, including United Airlines, Enron, WorldCom, Global Crossing, Calpine, Delta Air Lines, Northwest Airlines, and Tower Automotive.

The collective experience of the Epiq team in all aspects of a chapter 11 case will enable Epiq to identify and address problems before they arise, while also suggesting means of limiting costs associated with noticing, balloting and disbursements, among other projects. In each engagement we have succeeded in promoting the efficiency of all professionals involved, resulting in a cost savings to the client.

Epiq can also seamlessly provide services offered by our affiliated businesses and partners, serving as your client's single source provider of end-to-end administrative services and solutions needed in a chapter 11 restructuring. Such services include:

- **Overnight Mail Service:** Epiq has established a late night overnight service with RR Donnelley Financial. Through this service, our clients and their professionals have the latest possible drop-off times to United Parcel Service: 9:30 p.m. (Pacific Time) and 12:30 a.m. (Eastern Time).
- **Website/Call Center Services:** Epiq can provide state-of-the-art websites and call center solutions. Epiq has developed and maintained stand-alone websites in several large chapter 11 cases, including Delta Air Lines (www.deltadocket.com), Adelphia (www.adelphiarestructuring.com) and Northwest Airlines (www.nwarestructuring.com). Epiq also has provided live operator and voice recorded message call center services in a number of large chapter 11 cases, including Lehman Brothers, Chrysler, Delta Air Lines, Northwest Airlines and Adelphia.
- **Virtual Data Rooms:** Through our partnership with RR Donnelley Financial, Epiq can provide your client with the latest in virtual data room solutions. The RR Donnelley Financial solution is one of the most cost effective, secure and flexible solutions available for the simultaneous sharing of documents among multiple audiences.
- **Electronic Discovery Services:** Through our affiliate, Epiq Electronic Discovery Solutions, Epiq is able to provide its clients with state-of-the-art electronic discovery services and solutions. Using DocuMatrix and other proprietary software solutions, Epiq eDiscovery is among the leaders in this industry, and services clients that include many of the major law firms and corporations across the country.

We invite you to review the enclosed materials and our website (www.epiq11.com) for more information about Epiq and its affiliates.



Thank you again for the opportunity to make this proposal. Should you have any follow-up questions or information requests, please do not hesitate to contact me directly at (646) 282-2558.

Sincerely,

A handwritten signature in black ink, appearing to read "L. J. Wickel".

Lance Wickel
Vice President, Sales and Marketing

Enclosure



About the Epiq Systems Companies

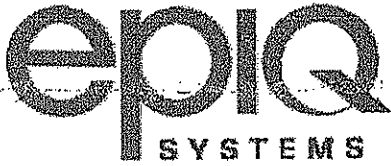
Epiq Systems, Inc. (NASDAQ: EPIQ) is a leading provider of innovative technology solutions for litigation, bankruptcy, and financial transactions. Our software applications and internet-based platforms offer case management and document management solutions for electronic discovery, legal notification, claims administration, and controlled disbursement. Please feel free to visit our website at www.epiqsystems.com. Epiq is composed of the following businesses:

- **Epiq Bankruptcy Solutions, LLC** (previously known as **Bankruptcy Services LLC**) – The recognized leader in chapter 11 bankruptcy claims management, noticing, balloting, disbursement and related consulting services, including preparation of schedules and statement of financial affairs.
- **Epiq Financial Balloting Group, LLC** – The industry leader in chapter 11 plan solicitation and tabulation services for public debt and equity securities. Also, providing exchange offer, annual meeting and related services.
- **Epiq Class Action Solutions** (previously known as Poorman-Douglas Corporation) – Providing call center, web design and maintenance, disbursement and noticing/printing services.
- **Epiq Electronic Discovery Solutions** (previously known as nMatrix, Inc.) Providing state-of-the-art electronic discovery tools and consulting services.
- **Hilsoft Notifications** – Provider of legal notification and media management consulting services.

Epiq's clients include top law firms, corporate legal departments, bankruptcy trustees, and other legal professionals. Our clients require sophisticated case administration and document management capabilities, extensive subject matter expertise and a high service capacity. We provide clients a packaged offering of both proprietary technology and value-added services that comprehensively addresses their extensive business requirements.

Epiq is headquartered in Kansas City, Kansas, with offices in New York, Los Angeles, Miami, Chicago, Philadelphia, Portland, Washington D.C. and London.

For the past five years, Forbes has named Epiq and its growing family of companies to its **Midas List of top 25** national technology companies.



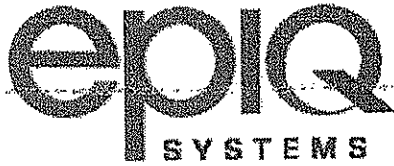
Introduction

Epiq Bankruptcy Solutions, LLC (formerly known as Bankruptcy Services LLC) is pleased to provide you with more information about our company and the services we provide. We are part of a family of companies that are dedicated to providing technological and professional services to the legal, financial and corporate community. Our parent, Epiq Systems, Inc., is a leading provider of innovative technology solutions for litigation, bankruptcy and financial transactions. As part of the Epiq family, we are able to leverage the full suite of Epiq professional service and technology offerings for the benefit of our clients. Our company-wide focus is on expertise and technology. At Epiq, we provide comprehensive case management, administration and consulting services to support our clients through the complexities of corporate restructurings – whether the restructuring is in-court or out-of-court. **You will find that we are committed to the highest standards of quality, responsiveness and personalized services.**

The Industry's Best Claims Management Team

The Epiq team has over 100 combined years of service in the claims management industry. Our people are battle-tested; our client roster includes the largest, most high-profile and complex chapter 11 cases ever filed: Enron, WorldCom, Global Crossing, Adelphia Communications, Tower Automotive, G&G Retail, Combustion Engineering, Consolidated Freightways Corporation, United Airlines, Inc., Delta Air Lines and Northwest Air Lines, to name a few. **No matter whether your case has thousands, tens of thousands, or hundreds of thousands of creditors, when you choose Epiq, you will have the industry's most experienced and dedicated executives, attorneys, consultants, case managers, programmers, data entry and proofing specialists, call-center and crisis communications specialists, and customer services representatives working tirelessly for you.**

One of the first claims management companies, Epiq (then known as BSI) was founded in 1991 when it was sold by Integrated Resources to BSI's founding members, who had been Integrated executives. Having experienced chapter 11 firsthand with Integrated, those executives used that experience to create a company that provided a level of service unmatched in the industry. What this means to you is that Epiq, unlike many of its competitors, understands from this firsthand experience what management of a debtor is experiencing before and during a chapter 11 case. Simply, we understand the needs of a chapter 11 debtor and its counsel better than any other company out there.



Introduction

Delivering Customized Solutions

We do a lot more than manage claims. We've developed customized solutions for clients, in and outside of bankruptcy. We offer comprehensive, customized support and end-to-end solutions for your particular situation, including noticing, schedule preparation, claim docketing, an on-line decision support and reconciliation system, creditor hotlines, web design, imaging and document management, virtual due diligence rooms, creditor committee services, and industry leading vote tabulation and disbursement services. The Epiq family of companies also offers class action, legal notification and media campaign management, and document management and litigation solutions and support should the debtor require such services.

State-of-the-Art Technology

At its core, Epiq is a technology company. The bankruptcy claims management system at Epiq is the culmination of many years of development and implementation of software delivering integrated solutions to the legal market by Epiq. Epiq leverages the development of software in each of its businesses by having adopted an architecture that facilitates reusing of code modules. Such a development strategy provides **Epiq with greater flexibility to significantly accelerate our ability to develop and successfully implement integrated solutions.**



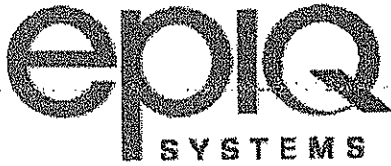
The Epiq Advantage

The engagement's requirements:

- The ability to assist in culling information from various company sources and assist in preparing first day motions, the creditor matrix and schedules of assets and liabilities and statements of financial affairs, among other things.
- The capacity and ability to coordinate distribution of notices and pleadings to hundreds of thousands of creditors, and holders of publicly traded debt and equity securities.
- The capacity and experience to manage the filing of tens of thousands of proofs of claim.
- The ability to provide solutions that facilitate sharing of confidential materials and other information securely among the company and its advisors, the creditors' committee and their professionals, secured lenders, noteholders, and other parties-in-interest.
- A claims and noticing agent that understands the reorganization process.
- The ability to develop custom solutions based on client needs.

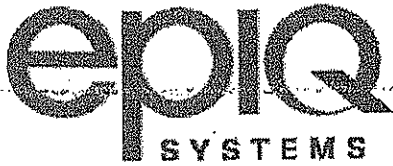
What we deliver:

- Our experienced team of consultants can be available at a moment's notice to assist the debtor and professionals prepare for a Chapter 11 filing. This team includes financial and legal professionals with extensive restructuring experience, many of whom have experience on large cases, such as Delta and Northwest, and smaller cases, such as Enesco and Malden Mills.
- Our in-house Case Management staff and other resources permit us to address all of our clients' noticing needs. We also know when to call upon our financial printing partners to provide us with additional (and more cost-effective) support, particularly on larger mailings. We utilize only the top print vendors in the country so we can meet the most demanding, time-sensitive needs of our clients.
- Our affiliate, Epiq Financial Balloting Group, LLC ("FBG"), is the leading provider of chapter 11 noticing and balloting services to holders of public debt and equity securities. Our close working relationship with FBG allows us to draw upon their noticing and balloting expertise when needed to provide notices or other materials to holders of public securities.



The Epiq Advantage

- We have over 17 years of experience and have worked on hundreds of engagements. On average, our Case Managers have in excess of 5 years experience, with some having over 10 years experience. This level of experience means we know how to handle all of the administrative aspects of chapter 11 case, including managing the filing of tens of thousands of proofs of claim.
- Through our partnership with RR Donnelley Financial, Epiq can provide your client with the latest in virtual data room solutions. The RR Donnelley Financial solution is one of the most cost effective, secure and flexible solutions available for the simultaneous sharing of documents among multiple audiences.
- Epiq provides comprehensive case management and claim administration services to support debtor companies and their professionals through complex Chapter 11 restructurings. Our recent clients include Tower Automotive, Adelphia, United Airlines, Delta Airlines, Northwest Airlines, Enron, and WorldCom. We understand chapter 11.
- Epiq is a subsidiary of a leading publicly traded technology and consulting company, dedicated to delivering solutions for its clients. Through this relationship, we have access to resources that will enable us to build needed solutions for clients.



Services

- Pre-filing Administrative Services
- Preparation of Creditor Matrix
- Call Center and Crisis Communications
- Electronic Docketing and Service of Pleadings and Related Materials
- Docket Maintenance
- Customized Data Retrieval and Reporting
- Customized Web Site Design and Hosting
- Image Scanning of Claims
- Quality Control Safeguards
- Claim Administration
- Assist in Preparation of Schedules of Assets and Liabilities
- Assist in Preparation of Statement of Financial Affairs
- Publication of Notices
- Chapter 11 Plan and Balloting Services
- Plan Disbursement Services
- Technology and Support for IT Hardware and Software
- Creation and Maintenance of Creditors' Committee Website
- Construction and Maintenance of Virtual Due Diligence Rooms



Cases

AIRLINE

Aloha Airgroup, Inc.
Delta Air Lines, Inc.
Frontier Airlines
Northwest Airlines Corporation

ASBESTOS

ABB Lummus Global Inc.
Combustion Engineering, Inc.
GI Holdings
US Mineral Products, Inc.

AUTOMOTIVE

Big 10 Tires
Chrysler LLC
Heartland Automotive Services, Inc.
Tower Automotive Inc.

ENERGY

Enron Corporation
Mirant Corporation

FINANCIAL SERVICES

American Home Mortgage
Lehman Brother's Holding
Lehman Brother's Inc (SIPA)
Thornburg Mortgage, Inc.

FOOD SERVICE

Buffets, Inc.
Mrs. Fields' Original Cookies, Inc.
Parmalat USA Corp.

HEALTH CARE

Alterra Healthcare Corporation
Magellan Health Services, Inc.
St. Vincents Medical Center

HOME BUILDERS

Neumann Homes, Inc.
Oakwood Homes Corporation
WCI Communities, Inc.

MANUFACTURING

AbitibiBowater Inc.
Lyondell Chemical Company
Pliant Corporation
Smurfit-Stone Container

MEDIA

Journal Register Company
Muzak Holdings LLC
Regal Cinemas
Source Enterprises
Tribune Company

RETAILERS

Converse, Inc.
Filene's Basement, Inc.
G&G Retail, Inc.
Spiegel, Inc.
Steve & Barry's
Uni-Marts, LLC
Value City Holdings, Inc.

TELECOMUNICATION & TECHNOLOGY

Adelphia Communications Corp.
Arch Wireless, Inc.
Global Crossing
Nortel Networks Inc.
WorldCom, Inc.

TRANSPORTATION

Autobacs Strauss, Inc.
CDX Gas, LLC
Flying J Inc.
Jevic Transportation, Inc.



EPIQ BANKRUPTCY SOLUTIONS, LLC

STANDARD BANKRUPTCY SERVICES AGREEMENT

Between Epiq Bankruptcy Solutions, LLC (formerly known as Bankruptcy Services LLC), a New York limited liability company ("Epiq"), and PCAA Parent, LLC (together with its subsidiaries, the "Customer" or "Debtor"), dated as of November __, 2009.

In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this Agreement and in the schedule attached hereto (the "Agreement"), Epiq agrees to furnish Customer with computerized bankruptcy support services and bankruptcy administrative services according to the pricing schedule annexed hereto (the "Schedule"). This Schedule sets forth individual unit pricing for services provided by Epiq. The price listed for each service represents a bona fide proposal for that service and the Customer may accept separate Service components or may accept the Services listed in their entirety. Services will be provided when requested by the Customer. Services are mutually exclusive and are deemed delivered and accepted when provided by Epiq.

2. Term.

This Agreement shall become effective on the later of (i) the date of its acceptance by Epiq and (ii) the date of entry of an order by the Bankruptcy Court approving this Agreement (or such earlier date set by the Bankruptcy Court). The Agreement shall remain in effect until terminated by the Customer on one (1) month's prior written notice received by Epiq and entry of an order of the Court discharging Epiq as claims agent or by Epiq upon three (3) month's prior written notice received by the Customer and entry of an order of the Court discharging Epiq as claims agent.

3. Charges.

3.1 For services and materials furnished by Epiq under this Agreement, Customer shall pay the charges set forth in the schedule attached hereto and made a part of this Agreement. Epiq will bill Customer monthly. All invoices shall be due and payable upon receipt.

3.2 Epiq reserves the right to reasonably increase its prices, charges and rates annually on January 2nd of each year. However, if such increases exceed 10%, Epiq will be required to give sixty (60) days prior written notice to Customer.

3.3 Customer agrees to pay Epiq for all materials necessary for Epiq's performance under this Agreement, other than computer hardware and software, and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, postage and related items.

3.4 In addition to all charges for services and materials hereunder, Customer shall pay to Epiq all taxes, however designated, levied or based that are applicable to this Agreement or are measured directly by payments made under this Agreement and are required to be collected by Epiq or paid by Epiq to taxing authorities. This provision, includes but is not limited to, sales, use and excise taxes, but does not include personal property taxes or taxes based on net income.

3.5 In addition to all other charges for services and materials hereunder, Customer shall pay to Epiq any actual charges related to, arising out of or as a result of any Customer error or omission, as mutually agreed by Epiq and Customer. Such charges shall include but not be limited to re-runs and any additional clerical work billed at the Epiq then prevailing standard rates, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the schedule annexed hereto.

3.6 [Intentionally Left Blank.]

3.7 In the event of termination due to Customer's default, Customer shall be liable for all amounts then owing.

3.8 Customer shall pay Epiq a retainer in the amount of \$50,000 to be applied immediately in satisfaction of obligations incurred pursuant to this agreement.

4. Confidentiality.

All of Customer's data given to Epiq will be safeguarded by Epiq to the same extent that Epiq safeguards data relating to its own business; provided, however, that if data is publicly available, was already in Epiq's possession or known to it, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for disclosure. Customer agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any material supplied by Customer to Epiq in the performance of this Agreement to the extent Epiq is entitled to indemnification for such damages or losses pursuant to section 7.4 hereof.

5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by the Customer ("Property"). Charges paid by Customer do not vest in Customer any rights to the Property, it being expressly understood that the Property is made available to Customer under this Agreement solely for Customer's use during and in connection with each use of the Epiq equipment and services. Customer agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

Any data, programs, storage media or other materials furnished by the Customer to Epiq in connection with this Agreement may be retained by Epiq until the services provided herein are paid for, or until this Agreement is terminated with the services provided herein having been paid for in full. Customer shall remain liable for all charges imposed under this Agreement as a result of data or physical media maintained by Epiq. Epiq shall dispose of the data and media in the manner requested by Customer. Customer agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of the data or media. After giving Customer thirty (30) days advance notice, Epiq reserves the right to dispose of data or media maintained by Epiq for Customer if Customer has not utilized the services provided herein for a period of at least ninety (90) days or if Customer has not paid all charges due to Epiq.

7. Limitation of Liability, Warranty and Indemnity.

7.1 [Intentionally Left Blank.]

7.2 Customer is responsible for the accuracy of the programs and data it submits for processing to Epiq and for the output. Customer agrees to initiate and maintain backup files that would allow Customer to regenerate or duplicate all programs and data submitted by Customer to Epiq.

7.3 Customer agrees that Epiq makes no representations or warranties, express or implied, including but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or

use, quality, productiveness or capacity.

7.4 The Customer shall indemnify and hold Epiq, its affiliates and each of their respective officers, members, directors, agents, consultants and employees (each an "Indemnified Person") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. The Customer shall notify Epiq in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which the Customer is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Customer and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

8. Bank Accounts

[Intentionally Left Blank]

9. Confidential On-Line Workspace

Upon request of the Customer, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to the Customer pursuant to this Agreement; and (b) with the consent of the Customer and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

10. General

10.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.

10.2 This Agreement may not be assigned by Customer without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Customer, and shall not be made available to any other persons.

10.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law.

10.4 The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.



10.5 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Bankruptcy Solutions, LLC
757 Third Avenue, Third Floor
New York, New York 10017
Attn: Ron Jacobs

If to Customer:

PCAA Parent, LLC
621 North Governor Printz Boulevard
Essington, PA 19029
Attn: Mark Shapiro

With a copy to:

Matthew S. Barr, Esq.
Milbank, Tweed, Hadley & McCloy LLP
1 Chase Manhattan Plaza
New York, New York 10005-1413

10.6 This Agreement shall be subject to approval of the United States Bankruptcy Court for the District of Delaware.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

EPIQ BANKRUPTCY SOLUTIONS, LLC

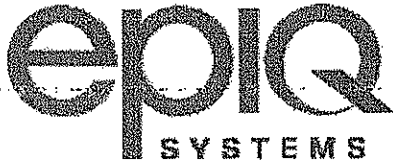


Name: Daniel C. McElhinney
Title: Executive Director

PCAA Parent, LLC

By: 

Name: Charles Hertzinger
Title: CEO



Pricing

Case Management Services:

<u>Title</u>	<u>Rate Range</u>	<u>Average Rate</u>
Clerk	\$40 - \$60 per hour	\$ 50.00
Case Manager (Level 1)	\$125 - \$175 per hour	\$142.50
IT Programming Consultant	\$140 - \$190 per hour	\$165.00
Case Manager (Level 2)	\$185 - \$220 per hour	\$202.50
Senior Case Manager	\$225 - \$275 per hour	\$247.50
Senior Consultant	TBD	TBD*

The level of Senior Consultant activity will vary by engagement. If such services are required, the usual average rate is \$295 per hour. Please note that any additional professional services not specifically covered by this proposal will be charged at hourly rates, including any outsourced data input services performed under our supervision and control. Outside vendors may charge a premium for weekend and overtime work.

Claims Management Services:

Database and System Access (No restriction on number of users)	\$.10 per record per month
Data Transfer	\$.10 per creditor
Manual Claims Input	\$.35 per claim plus hourly rates
Document Storage	Waived



Pricing

Printing, Mailing and Noticing:

Set up	Waived
Printing	\$.10 per image (plus page including envelope face)
Collate, fold and/or insert	\$.10 each piece
Postage and overnight delivery	At cost
Electronic noticing	\$.02 per page
Legal notice publishing	Quote prior to publishing
Claim acknowledgement card	\$.25 per notice
Fax	\$.20 per page

Document Management/Imaging:

Electronic imaging (scanning/bar coding)	\$.30 per image
Additional OCR capture	\$.10 per image
CD burning (mass document storage)	Varies upon requirements
Stand Alone Case Website Construction	\$150.00 per hour
Hosting Case Specific Site	\$200.00 per month
Case Data Web Traffic	Waived

Confidential Document Management:

Standard Confidential on-line workspace	\$1.30 per page per 9 months
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Call Center Services:

Standard Call Center Setup	\$2,500
Call Center Operator	\$75 per hour
Voice Recorded Message	\$.19 per minute
Standard Call Center Support/Maintenance	\$200 per month

Additional call center services not specifically covered by this proposal will be charged at hourly rates or at a unit price to be determined. Specifically, such tasks as reviewing and managing traffic reports, assigning and supervising staff, call auditing, quality control testing, training and the like will be billed at the applicable hourly rate.



Pricing

Voting Tabulation and Reports:

Set-up, tabulation and vote verification

Applicable consulting fees only

Printing and mailing of ballots

Subject to unit pricing for mailing and noticing above

Solicitation and Notification of Public Securities Holders

Varies upon requirements

Please note that Epiq will coordinate outside services for notice publication, printing and scanning upon request. Reimbursable expenses including travel, envelopes and courier services are billed at cost. Postage is payable in advance of any mailings.

Disbursements:

Transaction fees:

Per check or Form 1099
Per record to transfer agent

\$1.50 each
\$.25 each