

**Exhibit A**

**Rome Declaration**

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

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In re:	)	
	)	Chapter 11
	)	
GULF PACKAGING, INC., <sup>1</sup>	)	Case No. 15-15249 (PSH)
	)	
Debtor.	)	

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**STATEMENT OF UNIVERSITY MANAGEMENT ASSOCIATES & CONSULTANTS CORP. AND DECLARATION OF PAUL ROME PURSUANT TO BANKRUPTCY RULE 2014 AND SECTIONS 327, 328 AND 504 OF THE BANKRUPTCY CODE**

PAUL ROME declares under penalty of perjury, pursuant to 28 U.S.C. §1746, as follows:

1. I am the Chief Executive Officer in the firm of University Management Associates & Consultants Corp. (“UMAC” or the “Firm”). UMAC maintains offices in Hackettstown, New Jersey. At over 30 years old, UMAC is a highly specialized boutique firm that provides collections services to distressed companies. We have provided collections services for over thousands of clients in a vast array of industries in almost every state.

2. I submit this Declaration (i) in support of the Debtor’s application (the “Application”) to employ UMAC as its collections agent, and (ii) to provide disclosures required under Fed. R. Bankr. P. 2014(a) and sections 327 and 504 of the Bankruptcy Code.<sup>2</sup>

3. I have personal knowledge of the facts set forth herein unless otherwise indicated. To the extent any information disclosed herein requires amendment or modification, I will submit a supplemental declaration.

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<sup>1</sup> The last four digits of the Debtor’s tax identification number are 5030.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Application.

4. Neither I, UMAC, nor any professional at the Firm represents any party in interest (or its attorneys or accountants) in connection with the Debtor's chapter 11 case, other than the Debtor.

5. UMAC has not represented, and will not represent, any party other than the Debtor in connection with the Debtor's chapter 11 case.

**UMAC'S DISCLOSURE PROCEDURES**

6. In preparing this Declaration, either I, or someone under my supervision and direction, searched UMAC's client database to determine whether UMAC had any relationships with the following parties in interest:

- (a) The Debtor;
- (b) The Debtor's Principals, Affiliates and Directors and Officers;
- (c) The Debtor's secured lenders;
- (d) The Debtor's top 20 creditors;
- (e) The individuals employed in the office of the U.S. Trustee for Region 11 in Chicago, Illinois;
- (f) Counsel to the Official Committee of Unsecured Creditors; and
- (g) Certain other parties.

7. A list of each of the entities searched is attached hereto as Schedule 1. Except as set forth in Schedule 2, UMAC has no relationship with, or connection to, any of such entities. Under my supervision, UMAC will continue to monitor the relationships of the parties in this chapter 11 case and as additional information becomes available or additional connections are discovered, UMAC will promptly file supplemental disclosures with the Court.

**UMAC'S BILLING STRUCTURE FOR THIS CASE**

8. As reflected in the Services Agreement attached to the Application as Exhibit B, UMAC's fee for this engagement will be entirely transactional-based. UMAC will not be paid any fees unless and until collections on Accounts Receivable are received by GPI. As set forth more fully in the Services Agreement, UMAC's fees for this matter will be paid within fourteen days or less, as amounts are collected. UMAC's fees will increase, incrementally, as collections increase. The proposed fee structure is as follows: 3% of amounts collected up to \$750,000 of Accounts Receivable; 6% of amounts collected in excess of \$750,000 and up to \$1,500,000 of Accounts Receivable; and 10% of amounts collected in excess of \$1,500,000 of Accounts Receivable.

9. In addition, the Services Agreement calls for the Debtor to indemnify UMAC against any lawsuits, claims, losses, or damages, and any costs and expenses to which UMAC may become subject to as a result of the Services Agreement, except for any such lawsuits, claims, losses, damages or liabilities arising from UMAC's (i) collection practices (to the extent not illegal), (ii) gross negligence, (iii) or willful misconduct.

10. UMAC requests that it not be required to file fee applications or keep time in tenths (0.1) of an hour, in light of the nature of the retention and the proposed fee arrangements.

11. The Debtor has not paid UMAC any amounts, and UMAC has never been retained by the Debtor before.

12. No promises have been received by UMAC or any professional or paraprofessional at the Firm as to payment or compensation in connection with this chapter 11 case other than in accordance with the provisions of the Bankruptcy Code and Orders of this Court. UMAC has no

agreement with any other entity to share with such entity any compensation received by UMAC,  
other than among the professionals at UMAC.

13. I declare under penalty of perjury under the laws of the United States that the  
foregoing is true and correct.

Executed on this 10th day of August, 2015.

A handwritten signature in cursive script, appearing to read "Paul Rome", is written above a horizontal line.

Paul Rome, Chief Executive Officer

**Schedule 1**

**List of Entities Searched**

The Debtor

Gulf Packaging, Inc.

Debtor's Principals, Affiliates, Directors & Officers and CRO

Gulf Systems, Inc.	Joseph Fleck
Gulf-Great Lakes Packaging Corporation	Maggie Fleck
Gulf-Arizona Packaging LLC	Carol Cutshall
Florida Gulf Properties LLC	Jeffrey Cutshall
Gulf Packaging - Sacramento LLC	William Cutshall
Gulf-Pacific Packaging Corporation	Arman Sarkisian (immediately former CEO)
Carolina-Gulf Packaging LLC	Robert Lange
Paul Albert	Fleck Family Partnerships
Paul Corley	CWJ - Eagle
Carl Fleck	Ted Gavin (CRO)
Bob McCormick	Gavin/Solmonese
Charles Foster	

Debtor's Counsel

Gray Reed & McGraw, P.C.

Debtor's Secured Lenders

FCC, LLC d/b/a First Capital  
Merchants and Manufacturers Bank

Debtor's 20 Largest Creditors

Acme	Laminations Corporation
AEP Industries	Strapack
Inteplast Group, Ltd.	Vibac Canada Inc.
Maillis Strapping Systems	Bemis Clysar, Inc.
Signode-Acme	ITW
Intertape Polymer Corporation	Stacktight
Berry Plastics Corporation	ARS Development
Polychem Corporation	Leicatex Ltd.
Sigma Stretch Film	Packaging Corp Of America
Dynaric, Inc.	Laddawn
Itistrap	Lifoam Industries, LLC
Interwrap Corp.	Dubose Strapping
GTA Tapes & Adhesives Inc.	Pactiv LLC
XSYS, Inc.	UPS

Office of the U.S. Trustee for the Northern District of Illinois

Patrick Layng  
Constantine Harvalis  
Kimberly Bacher  
Patricia Brasier  
Joanne W. Burne  
Denise Ann Delaurent  
Michelle M. Engel  
Sandra George-Booker  
Kathryn M. Gleason  
David Gucwa  
Cameron Gulden  
Julie Hearn  
Pamela Hillman  
Benita Jones  
Maria Kaplan  
Keith E. Manikowski

Laura McCabe  
Rita Mierzwa  
Jeremiah Nelson  
Kathryn O'Kelly  
Patricia A. Parker  
M. Gretchen Silver  
Jeffrey Snell  
Roman L. Sukley  
Thomas Thornton  
Jennifer Toth  
Robert J. Wakefield  
Connie Jean Warner  
Shaun Washington  
Stephen G. Wolfe  
Marie Yapan

Counsel to the Flecks

Adelman & Gettleman, Ltd.

Counsel to the Committee

Freeborn & Peters



## **Schedule 2**

### **List of Connections**

1. FCC LLC d/b/a First Capital

**Although not currently engaged by First Capital, over the past four years UMAC has provided accounts receivable evaluations on several of FCC's clients. Neither Gulf Packaging, Inc. nor any of its affiliates were part of any prior accounts receivable evaluation conducted by UMAC.**