OMNI USA INC
Form PRE 14C
June 27, 2006

SCHEDULE 14C

(Rule 14c-101)

SCHEDULE 14C INFORMATION

Information Statement Pursuant to Section 14(c) of the Securities Exchange Act of 1934

Check the appropriate box:

ý	Preliminary Information Statement
¨	Confidential, for use of the Commission Only (as permitted by Rule 14c-5(d)(2))
¨	Definitive Information Statement

OMNI U.S.A., Inc.
(Name of Registrant as Specified in its Charter)

Payment of Filing Fee (Check the appropriate box)

ý	No fee required
¨	Fee computed on table below per Exchange Act Rules 14c-5(g) and 0-11
(1)	Title of each class of securities to which transaction applies:
(2)	Aggregate number of securities to which transaction applies:
(3)	Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):
(4)	Proposed maximum aggregate value of transaction:
(5)	Total fee paid:
¨	Fee paid previously with preliminary materials.
¨	Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:
(2) Form, Schedule or Registration Statement No.:
(3) Filing Party:
(4) Date Filed:

OMNI U.S.A., INC.
2236 Rutherford Road, Suite 107
Carlsbad, California 92008
(760) 929-7500

INFORMATION STATEMENT

WE ARE NOT ASKING YOU FOR A PROXY AND YOU ARE REQUESTED NOT TO SEND US A PROXY. THE ACTIONS DESCRIBED IN THIS INFORMATION STATEMENT HAVE ALREADY BEEN APPROVED BY OUR STOCKHOLDERS. A VOTE OF THE REMAINING STOCKHOLDERS IS NOT NECESSARY.

This Information Statement is being furnished to the stockholders of record of Omni U.S.A., Inc. ("**we**" or the "**Company**") as of June 15, 2006 (the "**Record Date**") to advise them that the Board of Directors and stockholders of the Company have approved an amendment (the "**Amendment**") to our Articles of Incorporation and adopted a 2006 Equity Incentive Plan (the "**Plan**"). The Amendment, when filed with the Nevada Secretary of State, will change our name to "Brendan Technologies, Inc.". Stockholder approval was by written consent of stockholders who own shares representing 54% of the outstanding votes as of the Record Date. This Information Statement is being mailed commencing ______, 2006.

A copy of the Certificate of Amendment containing the Amendment is attached to this Information Statement as Appendix A. A copy of the Plan is attached to this Information Statement as Appendix B.

Pursuant to regulations promulgated under the Securities Exchange Act of 1934, as amended, the Amendment may not be effected until at least 20 calendar days after this Information Statement is sent or given to our stockholders. We anticipate that the Amendment will be filed promptly following the 20th day after this Information Statement is first sent to our stockholders. We will pay all costs associated with the preparation and distribution of this Information Statement, including all mailing and printing expenses.

Background

Pursuant to an Agreement and Plan of Merger dated as of December 29, 2005, the Company acquired (the "Reverse Merger") all of the capital stock of Brendan Technologies, Inc. ("Brendan"). Following the Reverse Merger, the Company sold its two operating subsidiaries (the "Stock Sale") to a company controlled by the Company's founders. As a result of the Reverse Merger, the stockholders of Brendan acquired control of the Company. Brendan is engaged in the development and marketing of scientific computer software for applications in the pharmaceutical/biotechnical research, clinical diagnostic, environmental, and other life and physical science markets.

Vote Required

As discussed in further detail below, the Amendment and the Plan required the approval of stockholders holding a majority of the outstanding votes.

Holders of shares representing 13,767,578 votes executed the written consent in favor of the Amendment and the adoption of the Plan.

Meeting Not Required

Under Section 78.390 of the Nevada Revised Statues, an amendment to our Articles of Incorporation must be recommended by resolution of the Board of Directors and be approved of stockholders entitled to vote on any such amendment. Under Section 78.320 of the Nevada Revised Statues, an affirmative vote by stockholders holding shares entitling them to exercise at least a majority of the voting power is sufficient to amend the articles of incorporation. Section 78.320 of the Nevada Revised Statues provides that, unless otherwise provided in a corporation's articles of incorporation, any action required or permitted to be taken at a meeting of the stockholders may be taken without a meeting if, without prior notice and without a vote, a written consent thereto is signed by stockholders holding not less than the minimum number of votes that would be necessary to authorize or take such action. In order to eliminate the costs and management time involved in holding a special meeting, our Board of Directors voted to utilize, and did in fact obtain, the written consent of stockholders holding at least the requisite number of votes that would be necessary to authorize or take such action.

Dissenters Rights of Appraisal

There are no dissenter's rights of appraisal applicable to this action to adopt the Amendment and the Plan.

Security Ownership of Certain Beneficial Owner and Management

The following table provides information as of the Record Date regarding our Common Stock beneficially owned by: (i) each person we know to beneficially own more than 5% of our outstanding Common Stock; (ii) each of our directors and executive officers; and (iii) all of our directors and executive officers as a group. Subject to applicable community property laws, to our knowledge each person identified in the table has sole voting and investment power with respect to the shares shown as beneficially owned. The address of each person in the table is c/o Omni U.S.A., Inc. at 2236 Rutherford Road, Suite 107, Carlsbad, California 92008.

Name	Postion with the Company	Shares of Common Stock Beneficially Owned	Percentage of Outstanding Shares
Executive Officers and Directors			
John R. Dunn II	Chairman of the Board, Chief Executive Officer, Chief Technical Officer and Director	4,950,000	19.4%
George Dunn	Vice President, Secretary and Chief Operating Officer	1,846,000	7.1%
Lowell W. Giffhorn	Vice President, Chief Financial Officer and Director	70,000	*
Theo Vermaelen	Director	669,494	2.6%
Steven Eisold	Director	724,359	2.8%
All Exective Officers and Directors as a Group (5 persons)		8,259,853	31.5%
Greater than 5% Owners			
Robert Tabor		4,730,589	18.6%
Robert Kirk		2,049,658	8.0%
Massoud Kharrazian		1,487,136	5.8%
* Less than 1%			

AMENDMENT OF THE ARTICLES OF INCORPORATION

The Amendment will change our name to "Brendan Technologies, Inc.". To become effective, the Amendment must be filed with the Nevada Secretary of State. We intend to file the Amendment as soon as reasonably practicable following the 20th day following the mailing of this Information Statement to our stockholders.

The following summarizes the Amendment.

Name Change

As a result of the Reverse Merger and the Stock Sale, our only business is the business of Brendan. Accordingly, since we are engaged in the business conducted by Brendan, our name after the Merger will be changed to reflect our new business.

The Amendment will change our name to “Brendan Technologies, Inc.” The voting and other rights that accompany our securities will not be affected by the change in our name. Our ticker (trading) symbol, which is currently “OUSA.OB,” and the CUSIP number will both change as a result of the name change. After the name change, stockholders will be permitted to, but need not, exchange their certificates to reflect the change in corporate name. However, the existing certificate will continue to represent shares of our Common Stock as if the corporate name had not changed. Our transfer agent will issue stock certificates with the new company name as stock certificates are sent in upon transfers of shares by existing stockholders. The transfer agent for our common stock is American Stock Transfer & Trust Co., 6201 15th Ave., Brooklyn, NY 11219, telephone number (718) 921-8275.

Vote Obtained

A total of 25,498,794 shares of Common Stock were issued and outstanding as of the Record Date. Out of this total, the affirmative vote of a minimum of 12,749,398 shares of Common Stock was required for approval of the Amendment. On May 10, 2006, stockholders, holding 13,767,578 shares of Common Stock, executed a written consent approving the Amendment. Pursuant to Section 78.390 of the Nevada Revised Statutes, an affirmative vote by stockholders holding shares entitling them to exercise at least a majority of the voting power is sufficient to amend the articles of incorporation. Under Section 78.320 of the Nevada Revised Statutes, unless otherwise provided in our articles of incorporation, any action required or permitted to be taken at a meeting of the stockholders may be taken without a meeting if, without prior notice and without a vote, a written consent thereto is signed by stockholders holding not less than the minimum number of votes that would be necessary to authorize or take such action. Our By-Laws requires the same proportion of votes. Accordingly, the Amendment was duly approved and no further votes will be needed.

2006 EQUITY INCENTIVE PLAN

The Board of Directors adopted the Plan to encourage selected persons to accept or continue employment and to encourage selected employees, directors, consultants and advisers to improve operations and increase the profitability of the Company; and increase their interest in the welfare of the Company through participation in the growth in value of the Common Stock. Employees, directors, and consultants are eligible to receive awards under the Plan.

The maximum number of shares of Common Stock that may be issued pursuant to awards granted under the Plan is 7,500,000 subject to adjustments in the event of a stock split, stock distribution or other capital stock event, as described in the Plan. No more than 500,000 shares may be awarded to any one participant in any 12-month period.

As of the date of this Information Statement, stock options to exercise up to 4,300,000 shares of Common Stock had been granted under the Plan.

Administration

The Plan will be administered by the Board of Directors of the Company or, at the discretion of the Board, a committee of the Board of Directors (the Board or the committee is hereafter referred to as the “**Administrator**”).

The Administrator has full and final authority to select the recipients of awards and to grant such awards. Subject to the provisions of the Plan, the Administrator has sole and absolute discretion in determining the terms and conditions of awards and the number of shares to be issued pursuant thereto, including the exercise price and conditioning the receipt or vesting of awards upon the achievement by the Company of specified performance criteria. Subject to limitations imposed by law, the Board of Directors may amend or terminate the Plan at any time and in any manner. However, no such amendment or termination may deprive the recipient of an award previously granted under the Plan or any rights thereunder without the consent of the recipient.

4

Terms of Awards

The Plan authorizes the Administrator to make awards of stock options, stock appreciation rights and shares of Common Stock subject to restrictions (restricted stock). Stock options granted under the Plan may be either incentive stock options ("**ISOs**") under Section 422 of the Internal Revenue Code of 1986, as amended (the "**Internal Revenue Code**") or options that are not intended to qualify as incentive stock options (referred to as "**NQOs**"). Each award will be evidenced by an agreement between the Company and the grantee which will contain the terms and conditions required by the Plan and such other terms and conditions not inconsistent therewith as the Administrator may deem appropriate. However, all stock options granted under the Plan will have an exercise price and a base value not less than the fair market value of the Common Stock on the date of grant.

Awards of ISOs may be made only to employees of the Company. Awards of NQOs, stock appreciation rights and restricted stock may be made to directors of the Company and outside consultants and independent contractors, as well as to employees of the Company.

No award may be outstanding for more than ten years and an ISO issued to an employee who owns more than 10% of the voting stock of the Company may have a term of only five years and must have an exercise price of no less than 110% of the fair market value of the Common Stock on the date of grant.

Upon the occurrence of specified events, such as a dissolution, liquidation, merger, or sale of substantially all of the property and assets of the Company, an award under the Plan will terminate, subject to certain actions of the Administrator, within the Administrator's discretion, to accelerate the vesting of benefits or provide for the assumption by the surviving corporation or the acquiring corporation of the award.

An award may permit the recipient to pay all or part of the purchase price of the shares (and/or to pay all or part of such employee's tax withholding obligation with respect to such issuance) by (a) delivering previously owned shares of Common Stock, (b) reducing the amount of shares or other property otherwise issuable pursuant to the award or (c) delivering a promissory note, the terms and conditions of which will be determined by the Administrator (if permitted by the Sarbanes-Oxley Act of 2002) and by means of a "cashless exercise" under rules and regulations of the Securities Exchange Commission and the Federal Reserve Board. If an option permits the recipient to pay for the shares issuable pursuant thereto with shares issuable under the award, the recipient would be able to exercise the option in successive transactions, starting with a relatively small number of shares and, by a series of exercises using shares acquired from each such transaction to pay the purchase price of the shares acquired in the following transaction, to exercise an option for a large number of shares with no more investment than the original share or shares delivered.

Termination of the Plan

The Plan will terminate ten years after its adoption by the Board of Directors of the Company, except as to awards then outstanding, which awards will remain in effect until they have been exercised, the restrictions have lapsed or the awards have expired or been forfeited. The Board of Directors may also amend, modify, suspend or terminate the Plan from time to time although no such action can be taken without stockholder approval if required by applicable law.

Certain Federal Tax Consequences

The following is a brief summary of the principal federal income tax consequences of awards under the Plan based on applicable provisions of the Internal Revenue Code and regulations thereunder now in effect.

With regard to incentive stock options, no income is recognized by the recipient employee upon transfer to him of shares pursuant to his exercise of an incentive stock option. In order to avail himself of this tax benefit, the employee must make no disposition of the shares so received before he has held such shares for at least one year and at least two years have passed since he was granted the option. Assuming compliance with this and other applicable tax provisions, the employee will realize long-term capital gain or loss when he or she disposes of the shares, measured by the difference between the exercise price and the amount received for the shares at the time of disposition. If an eligible employee disposes of shares acquired by exercise of an incentive stock option before the expiration of the above-noted periods, the gain arising from such disqualifying disposition will be taxable as ordinary income in the year of disposition to the extent the lesser of (a) the fair market value of the shares on the date the option was exercised, or (b) the amount realized upon such disposition, exceeds the exercise price. Any amount realized in excess of the fair market value on the date of exercise is treated as long-term or short-term capital gain, depending upon the holding period of the shares. If the amount realized upon such disposition is less than the exercise price the loss will be treated as long-term or short-term capital loss, depending upon the holding period of the shares.

For purposes of the alternative minimum tax, the employee will recognize as an addition to his or her tax base, upon the exercise of an incentive stock option, an amount equal to the excess of the fair market value of the shares at the time of exercise over the exercise price. If a disqualifying disposition is made in the year of exercise, income for purposes of the regular income tax will be recognized and the alternative minimum tax base will not additional be increased.

With regard to nonqualified stock options and stock appreciation rights, the holder realizes ordinary income at the time of the exercise of an option or SAR in an amount equal to the excess of the fair market value of the shares on the date of exercise over the exercise price. Such income is subject to payroll tax withholding if the holder is an employee. When a holder disposes of shares acquired upon the exercise of a nonqualified stock option, any amount received in excess of the fair market value of the shares on the date of exercise will be treated as long-term or short-term capital gain, depending upon the holding period of the shares, and if the amount received is less than the fair market value of the shares on the date of exercise, the loss will be treated as long-term or short-term capital loss, depending upon on the holding period of the shares. With regard to restricted stock, unless the recipient elects to recognize ordinary income at the time of receipt of an award, the recipient will not recognize taxable income upon the receipt of the award, but at the time the award vests will recognize ordinary income equal to the fair market value of the shares at the time of vesting.

Deduction to the Company. The Company will be entitled to a deduction for federal income tax purposes at the same time and in the same amount as the recipient of an award is considered to have realized ordinary income in connection, assuming compliance with Section 162(m) of the Internal Revenue Code.

Vote Obtained

A total of 25,498,794 shares of Common Stock were issued and outstanding on an as converted basis as of the Record Date. Out of this total, the affirmative vote of a minimum of 12,749,398 shares of Common Stock were required for approval of the Plan. On May 10, 2006, stockholders, holding 13,767,578 shares of Common Stock, executed a written consent approving the Plan. Pursuant to Section 78.320 of the Nevada Revised Statues, unless otherwise provided in our certificate of incorporation, any action required or permitted to be taken at a meeting of the stockholders may be taken without a meeting if, without prior notice and without a vote, a written consent thereto is signed by stockholders holding not less than the minimum number of votes that would be necessary to authorize or take such action. Accordingly, the Plan was duly approved and no further votes will be needed.

We are subject to the information requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports and other information including annual and quarterly reports on Form 10-KSB and Form 10-QSB with the Securities and Exchange Commission. Reports and other information filed by us can be inspected and copied at the public reference facilities maintained at the Securities and Exchange Commission at Room 1024, 450 Fifth Street, N.W., Washington, DC 20549. Copies of such material can be obtained upon written request addressed to the Securities and Exchange Commission, Public Reference Section, 450 Fifth Street, N.W., Washington, DC 20549, at prescribed rates. The Securities and Exchange Commission also maintains a web site on the internet (http://www.sec.gov) where reports, proxy and information statements and other information regarding issuers that file electronically with the Securities and Exchange Commission through the Electronic Data Gathering, Analysis and Retrieval System may be obtained free of charge.

By Order of the Board of Directors

/s/ Lowell W.Giffhorn
Lowell W.Giffhorn, Chief Financial Officer

7

APPENDIX A

CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION
FOR NEVADA PROFIT CORPORATIONS
(PURSUANT TO NRS 78.385 AND 78.390—AFTER ISSUANCE OF STOCK)

1. Name of corporation: Omni U.S.A., Inc.

2. The articles have been amended as follows (provide article numbers, if available);

1. The name of corporation. Brendan Technologies, Inc.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required if the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is: 13,767,578 of 25,498,794 shares outstanding (54%).

4. Effective date of filing (optional): ____

5. Officer Signature (required): ___/s/ Lowell W. Giffhorn________________________
Lowell W. Giffhorn, Chief Financial Officer

APPENDIX B

2006 EQUITY INCENTIVE PLAN
OF
OMNI U.S.A., INC.

1. PURPOSES OF THE PLAN

The purposes of the 2006 Equity Incentive Plan ("Plan") of OMNI U.S.A., INC., a Nevada corporation (the "Company"), are to:

1.1 Encourage selected employees, directors, consultants and advisers to improve operations and increase the profitability of the Company;

1.2 Encourage selected employees, directors, consultants and advisers to accept or continue employment or association with the Company or its Affiliates; and

1.3 Increase the interest of selected employees, directors, consultants and advisers in the Company's welfare through participation in the growth in value of the common stock of the Company, par value $.004995 per share (the "Common Stock").

2. TYPES OF AWARDS; ELIGIBLE PERSONS

2.1 The Administrator (as defined below) may, from time to time, take the following action, separately or in combination, under the Plan: (i) grant "incentive stock options" ("ISOs") intended to satisfy the requirements of Section 422 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"); (ii) grant "non-qualified options" ("NQOs," and together with ISOs, "Options"); (iii) grant or sell Common Stock subject to restrictions ("restricted stock") and (iv) grant stock appreciation rights (in general, the right to receive the excess of the fair market value of Common Stock on the exercise date over its fair market value on the grant date ("SARs")), either in tandem with Options or as separate and independent grants. Any such awards may be made to employees, including employees who are officers or directors, and to individuals described in Section 1 of this Plan who the Administrator believes have made or will make a contribution to the Company or any Affiliate (as defined below); provided, however, that only a person who is an employee of the Company or any Affiliate at the date of the grant of an Option is eligible to receive ISOs under the plan. The term "Affiliate" as used in this Plan means a parent or subsidiary corporation as defined in the applicable provisions (currently Sections 424(e) and (f), respectively) of the Code. The term "employee" includes an officer or director who is an employee of the Company. The term "consultant" includes persons employed by, or otherwise affiliated with, a consultant. The term "adviser" includes persons employed by, or otherwise affiliated with, an adviser.

2.2 Except as otherwise expressly set forth in this Plan, no right or benefit under this Plan shall be subject in any manner to anticipation, alienation, hypothecation, or charge, and any such attempted action shall be void. No right or benefit under this Plan shall in any manner be liable for or subject to debts, contracts, liabilities, or torts of any option holder or any other person except as otherwise may be expressly required by applicable law.

3. STOCK SUBJECT TO THIS PLAN; MAXIMUM NUMBER OF GRANTS

Subject to the provisions of Sections 6.1.1 and 8.2 of this Plan, the total number of shares of Common Stock which may be offered, or issued as restricted stock or on the exercise of Options or SARs under the Plan shall not exceed seven million five hundred thousand (7,500,000) shares of Common Stock. The shares subject to an Option or SAR granted under the Plan which expire, terminate or are cancelled unexercised shall become available again for grants under this Plan. If shares of restricted stock awarded under the Plan are forfeited to the Company or repurchased by the Company, the number of shares forfeited or repurchased shall again be available under the Plan. Where the exercise price of an Option is paid by means of the optionee’s surrender of previously owned shares of Common Stock or the Company’s withholding of shares otherwise issuable upon exercise of the Option as may be permitted herein, only the net number of shares issued and which remain outstanding in connection with such exercise shall be deemed “issued” and no longer available for issuance under this Plan. No eligible person shall be granted Options or other awards during any twelve-month period covering more than five hundred thousand (500,000) shares.

4. ADMINISTRATION

4.1 This Plan shall be administered by the Board of Directors of the Company (the “Board”) or by a committee (the “Committee”) to which administration of this Plan, or of part of this Plan, is delegated by the Board (in either case, the “Administrator”). The Board shall appoint and remove members of the Committee in its discretion in accordance with applicable laws. At the Board’s discretion, the Committee may be comprised solely of “non-employee directors” within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or “outside directors” within the meaning of Section 162(m) of the Code. The Administrator may delegate non-discretionary administrative duties to such employees of the Company as the Administrator deems proper and the Board, in its absolute discretion, may at any time and from time to time exercise any and all rights and duties of the Administrator under this Plan.

4.2 Subject to the other provisions of this Plan, the Administrator shall have the authority, in its discretion: (i) to grant Options and SARs and grant or sell restricted stock; (ii) to determine the fair market value of the Common Stock subject to Options or other awards; (iii) to determine the exercise price of Options granted, the economic terms of SARs granted, or the offering price of restricted stock; (iv) to determine the persons to whom, and the time or times at which, Options or SARs shall be granted or restricted stock granted or sold, and the number of shares subject to each Option or SAR or the number of shares of restricted stock granted or sold; (v) to construe and interpret the terms and provisions of this Plan, of any applicable agreement and all Options and SARs granted under this Plan, and of any restricted stock award under this Plan; (vi) to prescribe, amend, and rescind rules and regulations relating to this Plan; (vii) to determine the terms and provisions of each Option and SAR granted and award of restricted stock (which need not be identical), including but not limited to, the time or times at which Options and SARs shall be exercisable or the time at which the restrictions on restricted stock shall lapse; (viii) with the consent of the grantee, to rescind any award or exercise of an Option or SAR and to modify or amend the terms of any Option, SAR or restricted stock; (ix) to reduce the exercise price of any Option, the base value from which appreciation is to be determined with respect to an SAR or the purchase price of restricted stock; (x) to accelerate or defer (with the consent of the grantee) the exercise date of any Option or SAR or the date on which the restrictions on restricted stock lapse; (xi) to issue shares of restricted stock to an optionee in connection with the accelerated exercise of an Option by such optionee; (xii) to authorize any person to execute on behalf of the Company any instrument evidencing the grant of an Option. SAR or award of restricted stock; (xiii) to determine the duration and purposes of leaves of absence which may be granted to participants without constituting a termination of their employment for the purposes of the Plan; and (xiv) to make all other determinations deemed necessary or advisable for the administration of this Plan, any applicable agreement, Option, SAR or award of restricted stock.

4.3 All questions of interpretation, implementation, and application of this Plan or any agreement or Option, SAR or award of restricted stock shall be determined by the Administrator, which determination shall be final and binding on all persons.

5. GRANTING OF OPTIONS AND SARS; AGREEMENTS

5.1 No Options or SARs shall be granted under this Plan after ten (10) years from the date of adoption of this Plan by the Board.

5.2 Each Option and SAR shall be evidenced by a written agreement, in form satisfactory to the Administrator, executed by the Company and the person to whom such grant is made. In the event of a conflict between the terms or conditions of an agreement and the terms and conditions of this Plan, the terms and conditions of this Plan shall govern.

5.3 Each agreement shall specify whether the Option it evidences is an NQO or an ISO, provided, however, all Options granted under this Plan to non-employee directors, consultants and advisers of the Company are intended to be NQOs.

5.4 Subject to Section 6.3.3 with respect to ISOs, the Administrator may approve the grant of Options or SARs under this Plan to persons who are expected to become