

SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549

FORM S-8
 REGISTRATION STATEMENT
 UNDER
 THE SECURITIES ACT OF 1933

PIA MERCHANDISING SERVICES, INC.
 (Exact name of registrant as specified in its charter)

Delaware
 (State or other jurisdiction of
 incorporation or organization)

33-0684451
 (I.R.S. Employer
 Identification No.)

19900 MacArthur Boulevard, Suite 900
 Irvine, California 92718
 (714) 476-2200
 (Address, including zip code, and telephone number, including
 area code, of registrant's principal executive offices)

Employee Stock Purchase Plan
 (Full Title of the Plans)

CATHY L. WOOD
 PIA MERCHANDISING SERVICES, INC.
 19900 MacArthur Boulevard, Suite 900
 Irvine, California 92718
 (714) 476-2200
 (Name, address, including zip code, and telephone number, including area code,
 of agent for service)

COPIES TO:
 JANIS B. SALIN, ESQ.
 Riordan & McKinzie
 300 South Grand Avenue, 29th Floor
 Los Angeles, California 90071

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:
 From time to time after the effective date of this Registration Statement.

If the only securities being registered on this form are being offered pursuant
 to dividend or interest reinvestment plans, please check the following box. []

If any of the securities being registered on this form are to be offered on a
 delayed or continuous basis pursuant to Rule 415 under the Securities Act of
 1933, other than securities offered only in connection with dividend or interest
 reinvestment plans, check the following box. [X]

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE(1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(1)	AMOUNT OF REGISTRATION FEE
Common Stock (\$.01 par value per share)	200,000 shares	\$5.06	\$1,012,000	\$299

(1) Based on the average of the high and low prices of the Common Stock as
 quoted on the Nasdaq National Market on March 30, 1998, a date within
 five business days prior to the filing of this Registration Statement.

PIA MERCHANDISING SERVICES, INC.
 REGISTRATION STATEMENT ON FORM S-8
 PART II
 INFORMATION NOT REQUIRED IN PROSPECTUS

Item 3. Incorporation of Documents by Reference

The Company hereby incorporates by reference into this Registration Statement the following documents:

- (a) the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1997; and
- (b) the description of the Common Stock contained in the Company's Registration Statement on Form 8-A filed with the Commission on February 22, 1996.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein, or in any subsequently filed document that is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

The validity of the shares of Common Stock offered hereby has been passed upon for the Company by Riordan & McKinzie, a Professional Law Corporation, Los Angeles, California. Certain principals and employees of Riordan & McKinzie beneficially own shares of Common Stock.

Item 6. Indemnification of Directors and Officers

The Company is a Delaware corporation. Article VI of the Company's Bylaws provides that the Company may indemnify its officers and Directors to the full extent permitted by law. Section 145 of the General Corporation Law of the State of Delaware (the "GCL") provides that a Delaware corporation has the power to indemnify its officers and directors in certain circumstances.

Subsection (a) of Section 145 of the GCL empowers a corporation to indemnify any director or officer, or former director or officer, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding provided that such director or officer acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, provided that such director or officer had no cause to believe his or her conduct was unlawful.

Subsection (b) of Section 145 of the GCL empowers a corporation to indemnify any director or officer, or former director or officer, who was or is a party or is threatened to be made a party to any threatened, pending or

completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, against expenses actually and reasonably incurred in connection with the defense or settlement of such action or suit provided that such director or officer acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which such director or officer shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action was brought shall determine that despite the adjudication of liability such director or officer is fairly and reasonably entitled to indemnify for such expenses which the court shall deem proper.

Section 145 of the GCL further provides that to the extent a director or officer of a corporation has been successful in the defense of any action, suit or proceeding referred to in subsections (a) and (b) or in the defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith; that indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and that the corporation shall have power to purchase and maintain insurance on behalf of a director or officer of the corporation against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such whether or not the corporation would have the power to indemnify him or her against such liabilities under Section 145.

Article Ninth of the Company's Certificate of Incorporation currently provides that each Director shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Company or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the GCL, or (iv) for any transaction from which the Director derived an improper benefit.

The Company carries directors' and officer's liability insurance covering its directors and officers.

Insofar as indemnification for liabilities under the Securities Act may be permitted to directors, officers or persons controlling the Registrant pursuant to the foregoing provisions, the Registrant has been informed that, in the opinion of the Commission, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

Exhibit No. -----	Description of Exhibit -----
4	PIA Merchandising Services, Inc. Employee Stock Purchase Plan. Filed herewith.
5	Opinion of Riordan & McKinzie, a Professional Corporation. Filed herewith.
23.1	Consent of Riordan & McKinzie (contained in Exhibit 5).
23.2	Consent of Deloitte & Touche LLP. Filed herewith.

Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement;

(i) to include any prospectus required by Section 10(a)(3) of the Act;

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(ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the Registration Statement is on Form S-3, Form S-8 or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purposes of determining any liability under the Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) The undersigned registrant hereby undertakes to deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X are not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

(d) Insofar as indemnification for liabilities arising under the Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions of Item 6 hereof, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Irvine, State of California, on March 31, 1998.

PIA MERCHANDISING SERVICES, INC.

By: /s/ TERRY R. PEETS

Terry R. Peets
Chief Executive Officer and President

Each person whose signature appears below constitutes and appoints Terry R. Peets and Cathy L. Wood, and each of them, his or her true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, for him and in his or her name, place and stead, in any and all capacities, to sign any or all amendments to this Registration Statement, including post-effective amendments, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in or about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that each of said attorneys-in-fact and agents, or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature -----	Title -----	Date ----
/s/ TERRY R. PEETS ----- Terry R. Peets	Chief Executive Officer and President (Principal executive officer)	March 31, 1998
/s/ CATHY L. WOOD ----- Cathy L. Wood	Executive Vice President, Chief Financial Officer and Secretary (Principal financial and accounting officer)	March 31, 1998
/s/ CLINTON E. OWENS ----- Clinton E. Owens	Chairman of the Board	March 31, 1998
/s/ PATRICK C. HADEN ----- Patrick C. Haden	Director	March 31, 1998
/s/ J. CHRISTOPHER LEWIS ----- J. Christopher Lewis	Director	March 31, 1998
/s/ JOHN A. COLWELL ----- John A. Colwell	Director	March 31, 1998

/s/ JOSEPH H. COULOMBE

Joseph H. Coulombe

Director

March 31, 1998

/s/ EDWIN E. EPSTEIN

Edwin E. Epstein

Director

March 31, 1998

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EXHIBIT INDEX

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23.2	Consent of Deloitte & Touche LLP. Filed herewith.

PIA MERCHANDISING SERVICES, INC.
EMPLOYEE STOCK PURCHASE PLAN

ARTICLE I
Purpose and Effective Date

The purpose of the Plan is to provide employment incentives for, and to encourage stock ownership by Employees of PIA Merchandising Services, Inc. or any Subsidiary that maintains the Plan in order to increase their proprietary interest in the success of the Company.

The effective date of the Plan is January 1, 1998.

ARTICLE II
Definitions

Whenever capitalized in the text, the following terms shall have the meanings set forth below:

2.1. "Account" shall mean the account established pursuant to Section 3.5 to hold a Participant's contributions to the Plan.

2.2. "Board" shall mean the Board of Directors of PIA Merchandising Services, Inc.

2.3. "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

2.4. "Committee" shall mean the Board of PIA Merchandising Services, Inc. or a committee designated by the Board to administer the Plan. The Board may appoint and remove members of the Committee at any time.

2.5. "Common Stock" shall mean the common stock of PIA Merchandising Services, Inc.

2.6. "Company" shall mean PIA Merchandising Services, Inc., a Delaware corporation, as well as any Subsidiary whose employees participate in the Plan with the consent of the Board.

2.7. "Employee" shall mean any person who is designated by the Company as its employee for purposes of the Code. This term does not include members of the Board unless they are employed by the Company in a position in addition to their duties as directors, and does not include individuals designated by the Company as independent contractors, notwithstanding any subsequent determination to the contrary by the Internal Review Service.

2.8. "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

2.9. "Fair Market Value" of Common Stock shall be determined in accordance with the following rules.

(a) If the Common Stock is admitted to trading or listed on a national securities exchange, Fair Market Value shall be the last reported sale price regular way, or if no such reported sale takes place on that day, the average of the last reported bid and ask prices regular way, in either case on the principal national securities exchange on which the Common Stock is admitted to trading or listed.

(b) If not listed or admitted to trading on any national securities exchange, Fair Market Value shall be the last sale price on that day of the Common Stock reported on the Nasdaq National Market of the Nasdaq Stock Market ("Nasdaq National Market") or, if no such reported sale takes place on that day, the average of the closing bid and asked prices on that day.

(c) If not included in the Nasdaq National Market, Fair Market Value shall be the average of the closing bid and asked prices of the Common Stock on that day reported by the Nasdaq Stock Market, or any comparable system on that day.

(d) If the Common Stock is not included in the Nasdaq Stock Market or any comparable system, Fair Market Value shall be the closing bid and asked prices on that day as furnished by any member of the National Association of Securities Dealers, Inc. selected from time to time by the Company for that purpose.

If the Common Stock is not traded on the day in question, its Fair Market Value on most recent preceding day on which it was traded shall be used.

2.10. "Participant" shall mean an Employee who has been granted a Purchase Right under the Plan.

2.11. "Plan" shall mean the PIA Merchandising Services, Inc. Employee Stock Purchase Plan.

2.12. "Purchase Right" shall mean a right to purchase Common Stock granted pursuant to the Plan.

2.13. "Purchase Right Period" shall mean the following periods:

- (a) January 1 - March 31;
- (b) April 1 - June 30;

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- (c) July 1 - September 30; and
- (d) October 1 - December 31

The first Purchase Right Period shall commence on January 1, 1998, and shall end on March 31, 1998.

2.14. "Stockholders" shall mean the holders of Common Stock.

2.15. "Subsidiary" shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if each of the corporations (other than the last corporation in the unbroken chain) owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in the chain.

ARTICLE III Eligibility and Participation

3.1. Eligibility.

(a) All Employees who have worked for the Company for twelve (12) months are eligible to participate in the Plan. For this purpose, an employee will be considered to have worked for the company for twelve (12) months if he or she has completed at least fifty-two (52) complete weeks of employment with the Company, not necessarily consecutive, in any fifty-four (54) week period, aggregating all separate periods of employment in such fifty-four (54) week period.

(b) No Employee may be granted a Purchase Right if the Employee would immediately thereafter own, directly or indirectly, five percent (5%) or more of the combined voting power or value of all classes of stock of the Company or of a Subsidiary. For this purpose, an Employee's ownership interest shall be determined in accordance with the constructive ownership rules of Code Section 424(d).

3.2. Payroll Withholding.

(a) Employees who have satisfied the eligibility conditions of Section 3.1 above may enroll as Participants by executing prior to the commencement of each Purchase Right Period a form provided by the Committee on

which they designate:

(i) the dollar amount (not a percentage of compensation) to be deducted from their paychecks and contributed to their Accounts for the purchase of Common Stock, which shall not be less than twenty dollars (\$20) per week (in the case of an Employee paid on a weekly basis) or forty dollars (\$40) per pay period (in the case of an Employee paid on a semi-monthly basis); and/or

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(ii) the amount of funds, if any, which they will deposit at the beginning of the Purchase Right Period for the purchase of Common Stock.

(b) Once chosen, the rate of contributions for a Purchase Right Period cannot be decreased or increased without terminating the Purchase Right. However, pursuant to rules and procedures prescribed by the Committee, a Participant may make additional contributions to make up any contributions that he or she failed to make while on a leave of absence if the Participant returns to active employment and contributes those amounts before the end of the Purchase Right Period.

3.3. Limitations.

(a) Notwithstanding anything herein to the contrary, a Participant may not accrue a right to purchase share of Common Stock under the Plan at a rate that exceeds either six thousand two hundred fifty dollars (\$6,250) per Purchase Right Period or twenty-five thousand dollars (\$25,000) per calendar year, determined in accordance with Code Section 423(b)(8).

(b) The twenty-five thousand dollar (\$25,000) limitation shall apply to the Participant's right to purchase Common Stock under the Plan and under all other employee stock purchase plans described in Code Section 423 that are maintained by the Company and its Subsidiaries.

(c) These dollar limitations apply to the Fair Market Value of Common Stock on the first day of the Purchase Right Period.

3.4. Granting of Purchase Rights.

(a) The price at which each share covered by a Purchase Right will be purchased will in all instances be the lesser of:

(i) one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the first day of the applicable Purchase Right Period; or

(ii) eighty-five percent (85%) of the Fair Market Value of a share of Common Stock on the last day of that Purchase Right Period.

(b) Notwithstanding the provisions of Paragraph (a) above, in no event will a Participant be entitled to purchase more than ten thousand (10,000) shares in a single Purchase Right Period.

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3.5. Establishment of Accounts.

(a) All amounts contributed by the Participant to the Plan (whether by means of payroll withholding or a lump sum advance contribution, or both) will be deposited into a separate Account maintained for the Participant.

(b) No interest will be earned on any Participant contributions to the Plan.

(c) A Participant may not withdraw any amounts from his or her Account without terminating his or her Purchase Right for the applicable Purchase Right Period pursuant to Section 4.1 below.

ARTICLE IV
Purchase Rights

4.1. Termination of Purchase Rights.

(a) A Participant may withdraw from the Plan at any time prior to the last day of the Purchase Right Period by submitting written notice to the Company. The Participant's Purchase Right shall terminate upon his or her withdrawal from the Plan.

(b) A Purchase Right shall terminate automatically if the Participant holding the Purchase Right:

(i) ceases to be employed by the Company for any reason for more than ninety (90) days; or

(ii) is on a leave of absence in excess of ninety (90) days, unless the Participant's rights to reemployment are guaranteed by statute or contract.

(c) Upon the termination of a Purchase Right, all amounts held in the Participant's Account shall be refunded to the Participant no later than ninety (90) days after the date of termination.

(d) Notwithstanding the above provisions of this Section 4.1, in the event that a Participant ceases making contributions during a Purchase Right Period but does not incur a termination of employment, the Participant may elect to leave his or her prior contributions in the Plan to be used to purchase Common Stock at the end of the Purchase Right Period. However, in no event can a Participant:

(i) reduce (but not eliminate) his or her contributions during a Purchase Right Period; or

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(ii) suspend his or her contributions and recommence making them in the same Purchase Right Period, unless due to a leave of absence.

4.2. Exercise of Purchase Rights.

(a) Unless previously terminated, Purchase Rights will be exercised automatically on the last day of the Purchase Right Period.

(b) Except as provided in Section 3.2(b) above, payment for shares to be purchased at the termination of the Purchase Right Period may only be made from funds:

(i) deposited at the beginning of a Purchase Right Period;
and/or

(ii) accumulated through payroll deductions made during the Purchase Right Period.

(c) The Company, at its option may either (i) issue stock certificates to each individual purchaser for the whole number of shares of Common Stock or (ii) issue one or more global stock certificates for the aggregate number of shares of Common Stock, and maintain records of the amount of Common Stock owned by each individual purchaser, as soon as practicable following the date of the exercise of the Purchase Right.

4.3. Termination Event. The following provisions of this Section 4.3 shall apply, notwithstanding anything herein to the contrary.

(a) A "Termination Event" shall be deemed to occur as a result of (i) a transaction in which the Company will cease to be an independent publicly-owned corporation or (ii) a sale or other disposition of all or substantially all the assets of the Company.

(b) All Purchase Rights shall be automatically exercised immediately preceding the Termination Event. In such an event, the Fair Market Value of the Common Stock on that date for purposes of Section 3.4(a)(ii) above shall be deemed to be the consideration paid for the Common Stock in the transaction.

4.4. Non-Transferability of Purchase Rights. A Purchase Right may not be assigned or otherwise transferred by a Participant other than by will and the laws of descent and distribution. During the lifetime of the Participant, the Purchase Right may be exercised only by the Participant.

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ARTICLE V Common Stock

5.1. Shares Subject to Plan.

(a) The maximum number of share of Common Stock which may be issued under the Plan is two hundred thousand (200,000) shares, subject to adjustment pursuant Section 5.2 below.

(b) If any outstanding Purchase Right is terminated for any reason prior to its exercise, the shares allocable to the Purchase Right may again become subject to purchase under the Plan.

(c) The Common Stock issuable under the Plan may be previously unissued or may have been reacquired by the Company in the open market (or otherwise).

5.2. Adjustment Upon Changes in Capitalization. A proportionate adjustment shall be made by the Committee in the number, price and kind of shares subject to outstanding Purchase Rights if the outstanding shares of Common Stock are increased, decreased or exchanged for different securities, through reorganization, recapitalization, reclassification or other similar transaction (not constituting a Termination Event under Section 4.3 above).

ARTICLE VI Plan Administration

6.1. Administration.

(a) The Plan shall be administered by the Committee. The Committee shall have the authority to:

- (i) interpret the Plan;
- (ii) prescribe rules and procedures relating to the Plan; and
- (iii) take all other actions necessary or appropriate for the administration of the Plan.

(b) A majority of the members of the Committee shall constitute a quorum, and any action shall constitute the action of the Committee if it is authorized by:

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(i) a majority of the members present at any meeting; or

(ii) all of the members in writing without a meeting.

(c) All decisions of the Committee shall be final and binding on all Participants.

(d) No member of the Committee shall be liable for any action or inaction made in good faith with respect to the Plan or any Purchase Right granted under it.

6.2. Indemnification.

(a) To the maximum extent permitted by law, the Company shall indemnify each member of the Committee and every other member of the Board, as well as any other Employee with duties under the Plan, against all liabilities and expenses (including any amount paid in settlement or in satisfaction of a judgment) reasonably incurred by the individual in connection with any claims against the individual by reason of the performance of the individual's duties under the Plan. This indemnity shall not apply, however, if:

(i) it is determined in the action, lawsuit, or proceeding that the individual is guilty of gross negligence or intentional misconduct in the performance of those duties; or

(ii) the individual fails to assist the Company in defending against any such claim.

(b) Notwithstanding the above, the Company shall have the right to select counsel and to control the prosecution or defense of the suit. Furthermore, the Company shall not be obligated to indemnify any individual for any amount incurred through any settlement or compromise of any action unless the Company consents in writing to the settlement or compromise.

ARTICLE VII Amendment and Termination

7.1. Amendment and Termination. The Board may amend or terminate the Plan at any time by means of written action, except with respect to outstanding Purchase Rights. However, notwithstanding the preceding sentence, the Board may elect to accelerate the last day of the Purchase Right Period (by means of an amendment to the Plan) at any time.

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7.2. Stockholders Approval.

(a) No shares of Common Stock shall be issued under the Plan unless the Plan is approved by the Stockholders within twelve (12) months before or after the date of the adoption of the Plan by the Board.

(b) If the Plan is not approved by the Stockholders within that time period, the Plan and all Purchase Rights issued under the Plan will terminate and all contributions will be refunded to the Participants. The approval by the Stockholders must relate to:

(i) the class of individuals who may be Participants; and

(ii) the aggregate number of shares that can be granted under the Plan.

If either of those items are changed, the approval of the Stockholders must again be obtained.

ARTICLE VIII Miscellaneous Matters

8.1. Uniform Rights and Privileges. The rights and privileges of all Participants under the Plan shall be the same.

8.2. Application of Proceeds. The proceeds received by the Company from the sale of Common Stock pursuant to Purchase Rights may be used for any corporate purpose.

8.3. Notice of Disqualifying Disposition. A Participant must notify the Company if the Participant disposes of stock acquired pursuant to the Plan prior to the expiration of the holding periods required to qualify for long-term capital gains treatment on the sale.

8.4. No Additional Rights.

(a) Neither the adoption of this Plan nor the granting of any Purchase Right shall:

(i) affect or restrict in any way the power of the Company to undertake any corporate action otherwise permitted under applicable law; or

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(ii) confer upon any Participant the right to continue to be employed by the Company, nor shall it interfere in any way with the right of the Company to terminate the employment of any Participant at any time, with or without cause.

(b) No Participant shall have any rights as a Stockholder with respect to shares covered by a Purchase Right until the time at which the Fair Market Value of the Common Stock is determined on the last day of the Purchase Right Period in which the shares were purchased.

(c) No adjustments will be made for cash dividends or other rights for which the record date is prior to the date of the exercise of the Purchase Right.

8.5. Governing Law.

(a) The Plan and all actions taken under it shall be governed by and construed in accordance with the laws of the State of Delaware.

(b) The provisions of this Plan shall be interpreted in a manner that is consistent with this Plan satisfying the requirements of Code Section 423.

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EXHIBIT 5

March 31, 1998

PIA Merchandising Services, Inc.
19900 MacArthur Boulevard
Suite 900
Irvine, California 92718

Ladies and Gentlemen:

You have requested our opinion in connection with the filing by PIA Merchandising Services, Inc., a Delaware corporation (the "Company") of a Form S-8 Registration Statement (the "Registration Statement") with the Securities and Exchange Commission covering 200,000 shares of the Company's common stock (the "Shares"). The Shares were issued under miscellaneous employee benefit plans (the "Plans").

In connection with this opinion, we have examined the Company's Certificate of Incorporation and Bylaws, the corporate minute book, the Plans, and such other records, documents, certificates, memoranda, and other instruments as we have deemed necessary or appropriate to render the opinion expressed below.

Based upon the foregoing examinations and upon the applicable laws, we are of the opinion that subject to compliance with the applicable state securities and "blue sky" laws, the Shares have been duly authorized, validly issued, fully paid and non-assessable.

We hereby consent to the use of this opinion as an exhibit to the Registration Statement. Respectfully submitted,

/s/ RIORDAN & MCKINZIE

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of PIA Merchandising Services, Inc. on Form S-8 of our report dated February 12, 1998, appearing in the Annual Report on Form 10-K of PIA Merchandising Services, Inc. for the year ended December 31, 1997.

/s/ DELOITTE & TOUCHE LLP

Costa Mesa, California
March 31, 1998