

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-12105 (JKS)

(Jointly Administered)

Hearing Date: January 5, 2026 at 1:00 p.m. (ET)
Objection Deadline: December 29, 2025 at 4:00 p.m. (ET)

**DEBTORS' MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF BERKELEY RESEARCH GROUP, LLC
TO PROVIDE CO-CHIEF RESTRUCTURING OFFICERS AND ADDITIONAL
PERSONNEL FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

American Signature, Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors” or the “Company”) in the above-captioned chapter 11 cases (these “Chapter 11 Cases”) hereby submit this motion (this “Motion”) for entry of an order, substantially in the form attached hereto as Exhibit A (the “Proposed Order”): (i) authorizing the Debtors to retain Berkeley Research Group, LLC (“BRG”), pursuant to the terms and conditions of that certain letter agreement dated November 7, 2025 (the “Engagement Letter”)^{2,3} between BRG and the Debtors, to (a) provide Stephen Coulombe and Rudolph Morando to serve as Co-Chief Restructuring Officers (together, the “Co-CROs”) and (b) provide additional staff (the “Additional

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

² Any references to, or summaries of, the Engagement Letter in this Motion are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and such summaries or references herein.

³ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Engagement Letter.



Personnel” and together with the Co-CROs, the “BRG Professionals”) to support the Co-CROs and perform professional services; (ii) providing that the employment of the BRG Professionals is effective as of the Petition Date (as defined below); and (iii) granting related relief. A copy of the Engagement Letter is attached hereto as **Exhibit B**. In support of this Motion, the Debtors rely upon the declaration of Rudolph Morando (the “Morando Declaration”), which is attached hereto as **Exhibit C**. In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the “Court”) under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent, within the meaning of Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105(a) and 363(b) of title 11 of the United States Code (the “Bankruptcy Code”).

BACKGROUND

4. On November 22, 2025 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and

managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

5. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these Chapter 11 Cases, is set forth in detail in the *Declaration of Rudolph Morando in Support of the Debtors' Chapter 11 Petitions and First Day Relief* (the "First Day Declaration") [Docket No. 5] and incorporated herein by reference.

RELIEF REQUESTED

6. By this Motion, the Debtors request entry of the Proposed Order: (i) authorizing the Debtors to retain BRG, to (a) provide Stephen Coulombe and Rudolph Morando to serve as Co-CROs and (b) provide Additional Personnel to support the Co-CROs and perform professional services; (ii) providing that the employment of the BRG Professionals is effective as of the Petition Date; and (iii) granting related relief.

7. Based on the complexities associated with administering these Chapter 11 Cases and the estates, the Debtors have determined that they require the assistance of Co-CROs with specialized experience in bankruptcy and financial advisory services. Accordingly, the Debtors seek authority to employ BRG. The Debtors have determined that the retention of BRG is necessary, appropriate, and in the best interests of the Debtors' estates due to BRG's expertise and qualifications in performing the services required in these Chapter 11 Cases and for the reasons enumerated herein.

A. QUALIFICATION OF PROFESSIONALS

8. BRG has significant qualifications and experience in providing the services contemplated herein. BRG's Corporate Finance practice consists of senior financial, management consulting, accounting, and other professionals who specialize in providing restructuring, transaction advisory, litigation support, solvency, and valuation assistance and providing a focus on viable solutions that maximize value for companies and creditors, typically in distressed business settings. In selecting interim management and associated support, the Debtors sought an advisor with experience in providing similar services in complex cases. The Debtors understand that BRG professionals have significant restructuring and industry experience assisting distressed companies with financial and operational challenges and working with management teams and boards of directors of large companies facing financial challenges similar to those of the Debtors.

9. BRG has acted as financial advisor, crisis manager, and corporate officer in middle market to large multinational restructurings across a wide array of industries, including retail operations. Moreover, the professionals at BRG have assisted and advised debtors, independent boards, creditors, creditors' committees, bondholders, investors, and others in numerous bankruptcy cases, including Conn's, Inc.; F21 OpCo, LLC (a.k.a. Forever21); Never Slip Holdings, Inc. (a.k.a. Shoes for Crews); Genesis Global Holdco, LLC; Desolation Holdings LLC. (a.k.a. Bittrex); David's Bridal, LLC; Independent Pet Partners Holdings, LLC; The Hertz Corporation, RentPath Holdings, Inc.; Le Tote, Inc.; BlockFi, Inc.; Brookstone Holdings Corp.; Specialty Retail Shops Holding Corp. (a.k.a. Shopko); rue21, inc.; Neiman Marcus Group LTD LLC; hhgregg, Inc.; Stage Stores, Inc.; RTW Retailwinds, Inc (a.k.a. NY & Company); Hospital Acquisition LLC (a.k.a. LifeCare Health Partners); Intelsat, S.A.; Christopher & Banks, Inc.; Things Remembered, Inc.; Voyager Digital Holdings, Inc.; SVB Financial Group; California Pizza

Kitchen Inc.; Bouchard Transportation, Co., Inc.; Century 21 Department Stores, LLC; Destination Maternity Corporation; Nine West Holdings, Inc.; M&G USA Corporation; Guitar Center, Inc.; GNC Holdings, Inc.; Centric Brands Inc.; Town Sports International, Inc.; American Apparel, LLC; A'GACI, L.L.C.; The Wet Seal LLC; Molycorp Inc.; Samuels Jewelers Inc.; and Sports Authority Holdings, Inc. BRG's business, experience, and expertise are further described in the Morando Declaration.

10. Mr. Morando, one of the proposed Co-CROs, is a Managing Director at BRG with more than twenty years of experience in financial advisory work and providing leadership to businesses during times of transition. Mr. Morando is skilled in strategic and financial planning, including developing tactical plans to improve profitability, liquidity, and capital structure efficiency. Mr. Morando has deep experience in financial analysis and diligence, working capital improvement, operational assessments, cash management, mergers and acquisitions, creditor workout, and stakeholder management.

11. Mr. Coulombe, the other proposed Co-CRO, is a Managing Director at BRG who specializes in performance improvement, restructuring, and interim management. Mr. Coulombe has over twenty-five years of experience providing a wide range of consulting services, including liquidity and capital structure assessment, debt and equity restructuring advice and securing financing, identification of strategic and reorganization alternatives, and leading processes to sell businesses or underperforming assets. Further, Mr. Coulombe has extensive experience serving in CRO and interim Chief Financial Officer ("CFO") roles, including CRO roles during chapter 11 bankruptcy proceedings, as well as working with senior management teams and boards of directors while providing restructuring services to large global public and private companies in scenarios similar to those of the Debtors.

12. Mr. Coulombe, Mr. Morando, and the Additional Personnel who will work on this matter have substantial expertise in the areas discussed above, and, if approved, will provide services to the Debtors under an order approving this Motion. The BRG Professionals will work closely with the Debtors' management and other professionals throughout the chapter 11 process. By virtue of the expertise of its restructuring personnel, BRG is well qualified to provide services to and represent the Debtors' interests in these Chapter 11 Cases. In addition, as a result of performing prepetition advisory work for the Debtors, working closely with the Debtors' management and other professionals, BRG, the Co-CROs and the Additional Personnel have acquired significant knowledge of the Debtors' businesses and are familiar with the Debtors' financial affairs, capital structure, operations, and related matters.

13. Accordingly, the Debtors believe that the BRG Professionals are well-qualified and uniquely suited to deal effectively and efficiently with matters that may arise in the context of these Chapter 11 Cases. The Debtors submit that the designation of Stephen Coulombe and Rudolph Morando as Co-CROs and the retention of BRG on the terms and conditions set forth herein are necessary and appropriate, in the best interest of the Debtors' estates, creditors, and all other parties in interest, and should be granted in all respects.

B. SERVICES TO BE RENDERED

14. In accordance with the terms of the Engagement Letter and as more fully described in the Morando Declaration, BRG has agreed that Mr. Coulombe and Mr. Morando will serve as the Debtors' Co-CROs and will assist the Debtors in identifying and implementing strategic options to maximize liquidity and profitability. In addition, BRG has agreed to provide Additional Personnel to assist the Co-CROs and perform professional services for the Debtors. The BRG

Professionals' rates, and other related information, are set forth in the Engagement Letter and summarized herein.

15. The Debtors have requested that the Co-CROs and the Additional Personnel provide the following professional services as independent consultants:

- (a) Assist the Company with cash flow forecasts and related liquidity forecasting tools to evaluate the Company's cash flows;
- (b) Assist with developing tactics and strategies for negotiating with vendors and other constituencies which can impact weekly cash flows and affect the Company's liquidity needs;
- (c) Assess and assist in evaluating any potential asset divestitures, profitability post divestiture and ability to service any remaining indebtedness post divestiture;
- (d) Assess business plan and profitability; including initial recommendations to improve operations and cash flows;
- (e) Attend meetings, presentations and negotiations as may be requested by the Company;
- (f) In consultation with management of the Company and subject to the approval of the Board of Directors of the Company, develop and implement a chosen course of action to maximize value for all stakeholders;
- (g) If required, assist the Company in preparing for an operating in a Chapter 11 bankruptcy proceeding, including negotiations with stakeholders, and the formulation of a reorganization strategy and plan of reorganization directed to preserve and maximize value; and
- (h) Such other services as mutually agreed upon by the Co-CROs, BRG, and the Company

16. Subject to Court approval, the Debtors seek to engage BRG pursuant to the Engagement Letter previously executed by and between the Debtors and BRG as modified by the Proposed Order. In addition to the scope of services incorporated in the Engagement Letter, BRG will provide the following services during the Chapter 11 Cases:

- (a) Serve as Co-CROs (Stephen Coulombe and Rudolph Morando);
- (b) Oversee the activities of the Debtors in consultation with the Debtors' other advisors and the management team to effectuate the selected course of action;

- (c) Manage the development of cash flow projections and related methodologies and assist with planning for alternatives and managing liquidity in consultation with management;
- (d) Oversee and approve all disbursements throughout the duration of the engagement;
- (e) Assist the Debtors in negotiations with secured lenders and communicate directly with the agent and the lenders and be authorized to furnish the agent and lenders with such information as they may request;
- (f) Oversee the activities related to operating in a Chapter 11 bankruptcy proceeding, including negotiations with stakeholders, and the formulation of a Chapter 11 strategy and Chapter 11 plan directed to preserve and maximize value;
- (g) Assist the Debtors and its investment banker in conducting a sale process by facilitating data requests, providing ad hoc financial and operational analyses, engaging with potential purchasers, and supporting other activities necessary to execute a successful transaction;
- (h) Provide information deemed by the Co-CROs to be reasonable and relevant to stakeholders and consult with key constituents as necessary;
- (i) To the extent reasonably requested by the Debtors, offer testimony before the Court with respect to the services provided by the Co-CROs and the Additional Personnel, and participate in depositions, including by providing testimony, related thereto; and
- (j) Such other services as mutually agreed upon by the Co-CROs, BRG, and the Debtors.

17. Mr. Coulombe and Mr. Morando are the senior professionals staffed by BRG on the engagement with the assistance of the Additional Personnel and, as set forth herein and in the Morando Declaration, Mr. Coulombe and Mr. Morando and the Additional Personnel have past experience with the Debtors, having provided consulting services prior to the Petition Date.

18. Mr. Coulombe, Mr. Morando, and BRG are well qualified and able to continue to provide restructuring management and advisory services to the Debtors in a cost-effective, efficient, and timely manner.

C. NO DUPLICATION OF SERVICES

19. The services to be provided by the Co-CROs and the Additional Personnel will complement, and not duplicate, the services to be rendered by the professionals retained in these

Chapter 11 Cases. Further, BRG will coordinate with the Debtors' retained professionals to avoid unnecessary duplication of efforts. In light of BRG's, the Co-CROs', and the Additional Personnel's substantial experience and the complex nature of the Debtors' business and financial affairs, the Debtors believe that BRG, the Co-CROs, and the Additional Personnel are well-qualified to advise them in these Chapter 11 Cases.

D. USE OF CONTRACTORS

20. Notwithstanding anything in this Motion to the contrary, BRG shall, to the extent that it uses the services of independent contractors or subcontractors (the "Contractors") in these Chapter 11 Cases, (a) pass-through the cost of Contractors to the Debtors at the same rate that BRG pays the contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflict checks and compensation procedures as required for BRG; and (d) file with the Court such disclosures required by Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

E. INDEMNIFICATION AND LIMITATION OF LIABILITY

21. The Engagement Letter contains standard indemnification and limitation of liability language with respect to BRG's services, including, without limitation, an agreement by the Debtors to indemnify, hold harmless and defend the Co-CROs, Additional Personnel, and BRG and its affiliates partners, directors, officers, employees and agents (collectively, the "BRG Parties") from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of the Co-CROs and BRG that is the subject of the Engagement Letter except such liabilities that result from the gross negligence, fraud, or willful misconduct of the BRG Parties.

22. The Debtors and BRG believe that the indemnification provisions contained in the Engagement Letter are customary and reasonable for BRG and comparable firms providing restructuring services for engagement of this type and should be approved.

23. The terms and conditions of the indemnification provisions were negotiated by the Debtors and BRG at arm's length and in good faith. The provisions contained in the Engagement Letter, viewed in conjunction with the other terms of the Proposed Order, are reasonable and in the best interests of the Debtors, their estates, and creditors in light of the fact that the Debtors require BRG's services to successfully navigate these Chapter 11 Cases.

24. Notwithstanding any provisions of the Engagement Letter to the contrary, in accordance with the U.S. Trustee's protocol applicable to the retention of personnel to assist the Debtors under section 363 of the Bankruptcy Code (sometimes referred to as the "Jay Alix Protocol"), BRG has agreed otherwise, as set forth below:

- (a) Notwithstanding anything to the contrary in the Engagement Letter, the Debtors are permitted to indemnify those persons acting as executive officers only on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, in addition to insurance coverage under the Debtors' director and officer insurance policies.
- (b) There will be no indemnification of BRG or its affiliates.
- (c) Finally, notwithstanding any provisions of the Engagement Letter to the contrary, BRG has agreed not to raise or assert any defense based upon jurisdiction, venue, abstention, or otherwise to the jurisdiction and venue of this Court or (if the reference is withdrawn) the District Court for the District of Delaware to hear or determine any controversy or claims with respect to, in connection with, arising out of, or in any way related to BRG's engagement on these Chapter 11 Cases.

F. DISINTERESTEDNESS OF PROFESSIONALS

25. The Debtors do not believe that BRG is a "professional" whose retention is subject to approval under section 327 of the Bankruptcy Code. However, BRG has nonetheless provided

information with respect to its connections with the Debtors, their creditors, and other related parties, as more specifically described herein and in the Morando Declaration.

26. The Debtors understand that, except as set forth in the preceding paragraph and in the Morando Declaration, to the best of BRG's knowledge, information, and belief, BRG has no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of the foregoing, or the United States Trustee for the District of Delaware (the "U.S. Trustee") or any person employed in the Office of the United States Trustee for the District of Delaware and does not hold any interest adverse to the Debtors' estates.

27. As set forth in further detail in the Morando Declaration, the Debtors do not owe BRG any amount for services performed or expenses incurred prior to the commencement of these Chapter 11 Cases, and, thus, BRG is not a prepetition creditor of the Debtors.

28. The Morando Declaration discloses, among other things, any relationship that BRG, Mr. Coulombe, Mr. Morando, or any of the other BRG Professionals engaged on this matter have with the Debtors, their significant creditors, or other significant parties in interest known to BRG. In addition, as set forth in the Morando Declaration, if any new material facts or relationships are discovered or arise, during the period of BRG's retention, BRG will make reasonable efforts to promptly provide the Court with a supplemental declaration.

29. As stated above and in the Morando Declaration, the Debtors do not believe that BRG holds or represents any interest adverse to the Debtors' estates. Accordingly, the Debtors submit that the retention of BRG is in the best interests of the Debtors, their estates, and their creditors, and should be approved by the Court.

G. PROFESSIONAL COMPENSATION

30. BRG's decision to advise and assist the Debtors in connection with these Chapter 11 Cases is conditioned upon its ability to be retained in accordance with BRG's customary terms and conditions of employment, as set forth in the Fees & Expenses section of the Engagement Letter (the "Fee and Expense Structure"). Pursuant to the terms of the Engagement Letter, the Co-CROs' fees for the provision of the services will be \$250,000 per month. Fees for the Additional Personnel will be based on the actual hours worked, charged at BRG's standard hourly rates which are in effect when the services are rendered.⁴ The current standard hourly rates for the BRG Professionals anticipated to be assigned to these Chapter 11 Cases are as follows⁵:

Position	2025 Hourly Rates
Managing Directors	\$1,140 - \$1,395
Associate Directors & Directors	\$900 - \$1,100
Professional Staff	\$445 - \$885
Support Staff	\$185 - \$395

31. BRG periodically revises its hourly rates to reflect promotions and other changes in personnel responsibilities, increases in experience, and increases in the cost of doing business. Hourly rates may change in the future from time to time and are typically adjusted annually. Rate

⁴ Pursuant to the Engagement Letter, through November 30, 2025, a 20% client accommodation will be applied to the fees for the Additional Personnel, and subject to a fee cap of \$1,350,000, inclusive of the prepetition Additional Personnel fees incurred and net of the 20% client accommodation. No client accommodation will be in force for any fees incurred after November 30, 2025.

⁵ The ranges herein are for BRG professionals in the Corporate Finance practice group who may practice in bankruptcy and non-bankruptcy related matters. They exclude BRG professionals in other industry practice groups who may also provide specialized services in these Chapter 11 Cases. To the extent such other professionals provide services, they will charge their standard hourly rates as they would in non-bankruptcy matters.

changes will be noted on the invoice for the first time period in which the revised rates become effective.

32. In addition to compensation for professional services rendered by the BRG Professionals, BRG also will be entitled to reimbursement for its reasonable costs and expenses incurred in connection with these Chapter 11 Cases, including, but not limited to, reasonable travel expenses (including lodging expenses and business meals), costs of reproduction, research, communications, our legal counsel, any applicable sales or excise taxes, and other direct expenses.

33. The Fee and Expense Structure is consistent with and typical of compensation arrangements entered into by BRG and other comparable firms that render similar services under similar circumstances. The Debtors believe that the Fee and Expense Structure is reasonable, market-based, and designed to compensate BRG fairly for its work and to cover fixed and routine overhead expenses.

34. In the 90 days prior to the Petition Date, BRG received cash on account and payments totaling \$2,022,142.00. As of the Petition Date, BRG holds \$500,000 in cash on account (the “Cash on Account”) from the Debtors, pursuant to the terms of the Engagement Letter.

35. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior, and subsequent to the Petition Date, BRG may have incurred, but not invoiced, fees and reimbursable expenses that relate to the prepetition period. BRG intends to apply such amounts against the Cash on Account. As agreed with Debtors, the remaining Cash on Account will not be segregated by BRG in a separate account and will be held until the end of these Chapter 11 Cases and applied to BRG’s final fees and expenses. Upon the termination of BRG's engagement, BRG will return any unused portion of the Cash on Account to the Debtors.

36. BRG will submit invoices to the Debtors consistent with the Fee and Expense structure and the Debtors request authority to pay, in the ordinary course of business, all reasonable amounts invoiced by BRG for fees and expenses.

37. Because BRG is not being employed as a professional under section 327 of the Bankruptcy Code, the Debtors request, on behalf of BRG, that BRG not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. However, to maintain transparency and to comply with the U.S. Trustee's protocol applicable to the retention of personnel under section 363 of the Bankruptcy Code, BRG will file reports of staffing, compensation earned, and expenses incurred on a monthly basis (each a "Staffing Report") with the Court. Each Staffing Report shall contain summary charts which describe the services provided, including the number of hours worked by category, identify the compensation earned by each Additional Personnel, and itemize the expenses incurred for the relevant period. Time records shall (a) be appended to the Staffing Report, (b) contain detailed time entries describing the task(s) performed, and (c) be organized by project category. Where BRG Professionals are providing services at an hourly rate, the time entries shall identify the time spent completing each task in 1/10th hour increments; where BRG Professionals are providing services at a "flat" rate, the time entries shall be kept in hourly increments. All compensation shall be subject to review by the Court in the event an objection is filed. BRG's Staffing Reports shall be filed by the last day of the month for the previous month. BRG's first Staffing Report shall be filed by January 31, 2026, covering the period of the Petition Date through December 31, 2025. The Debtors request that any objections or responses to the Staffing Reports be filed and served within fourteen (14) days of filing of the Staffing Report. For the avoidance of doubt, the Debtors submit that Mr. Coulombe,

Mr. Morando, and the BRG Professionals are not, and shall not, be required to comply with Local Rule 2016-1.

38. The terms of retention for the Co-CROs and the Additional Personnel are consistent with and typical of compensation arrangements entered into by BRG and other comparable firms that render similar services under similar circumstances. The Debtors believe that the terms are reasonable, market-based, and designed to compensate BRG fairly for its work and to cover fixed and routine overhead expenses.

BASIS FOR RELIEF

39. The Debtors submit that the retention of the Co-CROs and the Additional Personnel is proper under section 363 of the Bankruptcy Code. Under applicable case law, in this and other jurisdictions, if the Debtors' proposed use of its assets pursuant to section 363(b) of the Bankruptcy Code represents a reasonable exercise of the debtor's business judgment, such use should be approved. *See, e.g., In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 175–76 (D. Del. 1991) (noting that courts have applied the “sound business purpose” test to evaluate motions brought pursuant to section 363(b) of the Bankruptcy Code); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) (“The rule we adopt requires that a judge determining a § 363(b) application expressly find from the evidence presented before him at the hearing a good business reason to grant such an application.”).

40. Additionally, the Court's general equitable powers codified in section 105(a) of the Bankruptcy Code provide ample authority for the relief requested herein. Section 105(a) of the Bankruptcy Code empowers the Court to “issue any order, process, or judgment that is necessary to carry out the provisions of this title.” *See* 11 U.S.C. § 105(a); *see also United States v. Energy Resources Co.*, 495 U.S. 545, 549 (1990); *In re Continental Airlines*, 203 F.3d 203, 211 (3d Cir.

2000) (“Section 105(a) of the Bankruptcy Code supplements courts’ specifically enumerated bankruptcy powers by authorizing orders necessary or appropriate to carry out provisions of the Bankruptcy Code.”); *Adelphia Commc’ns Corp. v. The American Channel (In re Adelphia Commc’ns Corp.)*, 345 B.R. 69, 85 (Bankr. S.D.N.Y. 2006) (“Section 105(a) provides broad equitable power for a Bankruptcy Court to maintain its own jurisdiction and to facilitate the reorganization process.”).

41. The Debtors have engaged BRG to complete crucial, time-sensitive, and work-intensive projects. Accordingly, the Debtors submit that the decision to retain BRG, and employ Mr. Coulombe and Mr. Morando as Co-CROs, should be authorized because it is a sound exercise of the Debtors’ business judgment. As set forth above, Mr. Coulombe and Mr. Morando have extensive experience as advisors for many companies undertaking restructuring efforts and the Additional Personnel are well qualified and equipped to support the Co-CROs and assist in restructuring advisory duties. BRG, Mr. Coulombe, and Mr. Morando in their capacity as Co-CROs, will provide services that are in the best interests of all parties in interest in these Chapter 11 Cases. Further, BRG will work with senior management as well as other employees to ensure that the Debtors comply with the operational requirements imposed as a result of the filing of these Chapter 11 Cases. For the foregoing reasons, the Debtors submit that the relief requested in this Motion should be granted.

NOTICE

42. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) the office of the attorney general for each of the states in which the Debtors operate; (d) United States Attorney’s Office for the District of Delaware; (e) the Internal Revenue

Service; (f) the United States Securities and Exchange Commission; (g) counsel to the DIP Agent and the Prepetition ABL Agent; (h) counsel to the Prepetition Term Agent; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, granting the relief requested herein and granting the Debtors such other and further relief as is just and proper.

Dated: December 3, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Laura Davis Jones

Laura Davis Jones (DE Bar No. 2436)

David M. Bertenthal (CA Bar No. 167624)

919 North Market Street, 17th Floor

P.O. Box 8705

Wilmington, Delaware 19899 (Courier 19801)

Telephone: (302) 652-4100

Facsimile: (302) 652-4400

Email: ljones@pszjlaw.com

dbertenthal@pszjlaw.com

Proposed Counsel to the Debtors and Debtors in Possession

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-12105 (JKS)

(Jointly Administered)

Hearing Date: January 5, 2026 at 1:00 p.m. (ET)
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RETENTION AND EMPLOYMENT OF BERKELEY RESEARCH GROUP, LLC TO
PROVIDE CO-CHIEF RESTRUCTURING OFFICERS AND ADDITIONAL
PERSONNEL FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

PLEASE TAKE NOTICE that, on December 3, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of an Order Authorizing the Retention and Employment of Berkeley Research Group, LLC to Provide Co-Chief Restructuring Officers and Additional Personnel for the Debtors Effective as of the Petition Date* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that any responses to the Motion must be in writing and filed with the Clerk of the Court, 824 Market Street, Third Floor, Wilmington, Delaware 19801, and served upon the undersigned, so as to be received on or **before 4:00 p.m. (prevailing Eastern Time) on December 29, 2025.**

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (a) proposed counsel to the Debtors, Pachulski Stang Ziehl &

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Laura Davis Jones (ljones@pszjlaw.com); (b) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Malcolm M. Bates (Malcolm.M.Bates@usdoj.gov); (c) counsel to any statutory committee appointed in these chapter 11 cases; (d) counsel to the DIP Agent and Prepetition ABL Agent, (i) Choate, Hall & Stewart LLP, Two International Place, Boston, Massachusetts 02110, Attn: John F. Ventola (jventola@choate.com), Jonathan D. Marshall (jmarshall@choate.com), and Lucas B. Barrett (lbarrett@choate.com), and (ii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Daniel J. DeFranceschi (defranceschi@RLF.com), John H. Knight (Knight@RLF.com), and Matthew P. Milana (Milana@RLF.com); and (e) counsel to the Prepetition Term Agent, Goldberg Kohn, 55 East Monroe Street, Chicago, Illinois 60603-5792, Attn: Randall L. Klein (randall.klein@goldbergkohn.com) and Zachary J. Garrett (zachary.garrett@goldbergkohn.com).

PLEASE TAKE FURTHER NOTICE THAT, IF AN OBJECTION IS PROPERLY FILED AND SERVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, A HEARING WILL BE HELD ON JANUARY 5, 2026 AT 1:00 P.M. (PREVAILING EASTERN TIME) BEFORE THE HONORABLE J. KATE STICKLES, UNITED STATES BANKRUPTCY JUDGE FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, FIFTH FLOOR, COURTROOM #6, WILMINGTON, DELAWARE 19801. ONLY OBJECTIONS MADE IN WRITING AND TIMELY FILED WILL BE CONSIDERED BY THE COURT AT SUCH HEARING.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF SOUGHT IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: December 3, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Laura Davis Jones

Laura Davis Jones (DE Bar No. 2436)

David M. Bertenthal (CA Bar No. 167624)

919 North Market Street, 17th Floor

P.O. Box 8705

Wilmington, Delaware 19899-8705 (Courier 19801)

Telephone: 302-652-4100

Facsimile: 302-652-4400

Email: ljones@pszjlaw.com

dbertenthal@pszjlaw.com

*Proposed Counsel for the
Debtors and Debtors in Possession*

EXHIBIT A

Proposed Order

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-12105 (JKS)

(Jointly Administered)

Ref. Docket No. _____

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF BERKELEY
RESEARCH GROUP, LLC TO PROVIDE CO-CHIEF RESTRUCTURING
OFFICERS AND ADDITIONAL PERSONNEL FOR THE DEBTORS,
EFFECTIVE AS OF THE PETITION DATE**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively the “Debtors”), for entry of an order (this “Order”): (i) authorizing the Debtors to retain BRG, pursuant to the terms and conditions of the Engagement Letter, to (a) provide Stephen Coulombe and Rudolph Morando to serve as Co-CROs and (b) provide Additional Personnel; (ii) providing that the employment of the BRG Professionals is effective as of the Petition Date; and (iii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration and the Morando Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court being satisfied, based on the representations made in the Motion and the Morando Declaration that BRG represents no interest adverse to the Debtors' estates, that apart from the employment of BRG as Co-CROs and Additional Personnel to the Debtors, that BRG is disinterested, that BRG is not a "creditor" within the meaning of section 101(11) of the Bankruptcy Code; and any objections to the Motion having been resolved or overruled; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and this Court having determined that there is good and sufficient cause for the relief granted in this Order;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, to employ BRG and the BRG Professionals to provide services in accordance with the terms and conditions set forth in the Engagement Letter, as modified herein, effective as of the Petition Date.
3. The Debtors are authorized to engage BRG to provide Stephen Coulombe and Rudolph Morando to serve as Co-CROs and certain Additional Personnel to assist the Co-CROs, effective as of the Petition Date and on the terms and conditions set forth in the Motion and the

Engagement Letter, subject to the following terms which apply notwithstanding anything in the Motion or the Engagement Letter to the contrary:

- (a) BRG and its affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with these Chapter 11 Cases.
- (b) In the event the Debtors seek to have the BRG Professionals assume executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of executive officers, (ii) adding new executive officers, or (iii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed.
- (c) No principal, employee, or independent contractor of BRG and its affiliates shall serve as a director of any of the above-captioned Debtors during the pendency of these Chapter 11 Cases.
- (d) BRG shall file with this Court a Staffing Report by the last day of each month for the previous month, which shall include the names and functions filled by Additional Personnel assigned to the engagement as well as compensation earned and expenses incurred for the relevant period. Each Staffing Report shall contain summary charts which describe the services provided, including the number of hours worked by category, identify the compensation earned by each Additional Personnel, and itemize the expenses incurred. Time records shall (i) be appended to the Staffing Report, (ii) contain detailed time entries describing the task(s) performed, and (iii) be organized by project category. Where Additional Personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in 1/10th hour increments. All compensation shall be subject to review by the Court in the event an objection is filed. BRG's first Staffing Report shall be filed by January 31, 2026, covering the period of the Petition Date through December 31, 2025.
- (e) Objections or responses to the Staffing Reports set forth at subparagraph 3(d) shall be filed and served within 14 days of filing of the report.
- (f) BRG shall follow the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules regarding limitations on reimbursement of expenses.
- (g) The Debtors are authorized to pay, in the ordinary course of business, all reasonable amounts invoiced by BRG for fees and expenses accrued subject to paragraphs 3(d), 3(e), and 3(f) hereof.
- (h) Success fees, transaction fees, or other back-end fees shall be approved by this Court at the conclusion of these Chapter 11 Cases on a reasonableness standard and are not being pre-approved by entry of this Order. No success fee, transaction fee, or back-end fee shall be sought upon conversion of these Chapter 11 Cases, dismissal of these Chapter 11 Cases for cause, or appointment of a trustee.

- (i) BRG shall disclose any and all facts that may have a bearing on whether the firm, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtors, their creditors, or other parties in interest. The obligation to disclose identified in this subparagraph is a continuing obligation.

4. Notwithstanding any provision to the contrary in the Engagement Letter, the Debtors are permitted to indemnify those persons acting as executive officers only on the same terms as provided to the Debtors' other officers, managers and directors under the Debtors' operating agreement and applicable state law, in addition to insurance coverage under the Debtors' director and officer insurance policies.

5. There shall be no other indemnification of BRG or any of its affiliates.

6. BRG is authorized to apply the Cash on Account to satisfy any unbilled or other remaining prepetition fees and expenses BRG becomes aware of during its ordinary course billing review and reconciliation. The Cash on Account shall be treated as an evergreen retainer and BRG will maintain the remaining Cash on Account until the conclusion of its representation of the Debtors, at which time BRG will apply the Cash on Account to its final invoices or otherwise return the funds.

7. With respect to controversies or claims arising out of or in any way related to the services in the Engagement Letter, notwithstanding any arbitration, dispute resolution or exclusive jurisdiction provisions contained in the Engagement Letter, any disputes arising under the Engagement Letter shall be heard in this Court during the pendency of these Chapter 11 Cases.

8. For a period of three years after conclusion of the engagement, BRG shall not make any investments in the Debtors or the reorganized debtors, as applicable.

9. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

10. Any limitation of liability pursuant to the terms and conditions of the Engagement Letter are eliminated.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

12. To the extent that there may be any inconsistency between the terms of the Motion, the Engagement Letter, and this Order, the terms of this Order shall govern.

13. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT B

Engagement Letter



CONFIDENTIAL

November 7, 2025

Via Email

Eric Jackson
Chief Financial Officer
American Signature Inc.
4300 E 5TH Ave
Columbus, OH, 43219
Eric.Jackson@americansignature.com

Re: American Signature – Interim Management Services

Dear Eric:

This engagement letter agreement confirms the engagement of Stephen Coulombe and Rudolph Morando of Berkeley Research Group, LLC (“BRG”) as Co-Chief Restructuring Officers (“Co-CROs”) for American Signature Inc. (collectively with its designated affiliates, the “Company”). The Co-CRO’s engagement team will include professional staff from BRG (the “Additional Personnel”). This letter and any attachments set forth the agreement (“Agreement”) between the parties. This Agreement supersedes the prior engagement agreement dated October 17, 2025 (“Agreement”) between American Signature Inc. (the “Company” or “Client”) and Berkeley Research Group, LLC (“BRG”).

SCOPE OF SERVICES

The Company has requested that the Co-CROs and Additional Personnel provide the following professional services as independent consultants (“Services”):

- Assist the Company with cash flow forecasts and related liquidity forecasting tools to evaluate the Company’s cash flows;
- Assist with developing tactics and strategies for negotiating with vendors and other constituencies which can impact weekly cash flows and affect the Company’s liquidity needs;
- Assess and assist in evaluating any potential asset divestitures, profitability post divestiture and ability to service any remaining indebtedness post divestiture;
- Assess business plan and profitability, including initial recommendations to improve operations and cash flows;
- Attend meetings, presentations and negotiations as may be requested by the Company;
- In consultation with management of the Company and subject to the approval of the Board of Directors of the Company, develop and implement a chosen course of action to maximize value for all stakeholders;
- If required, assist the Company in preparing for and operating in a Chapter 11 bankruptcy proceeding, including negotiations with stakeholders, and the formulation of a reorganization strategy and plan of reorganization directed to preserve and maximize value; and

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- Such other services as mutually agreed upon by the Co-CROs, BRG and the Company.

The Company agrees that (i) Mr. Coulombe and Mr. Morando will provide Services as Co-CROs as required, and (ii) the Co-CROs may retain as consultants on behalf of the Company other members or employees of BRG. The Company agrees that the Co-CROs will continue as an employee of BRG and may continue to provide his services to other companies during the term of this Agreement. The Company acknowledges that since the Co-CROs are employees of BRG, BRG must release the Co-CROs from their full-time obligations to BRG in order for the Co-CROs to perform Services hereunder, and therefore to compensate BRG for the loss of full-time access to the Co-CROs or any Additional Personnel providing Services hereunder, all payments for the time charges of the Co-CROs or Additional Personnel providing Services hereunder to Company shall be made to BRG.

The Co-CROs and Additional Personnel who provide Services to the Company under this Agreement are independent contractors and are not, and will not be deemed to be employees of the Company.

FEES & EXPENSES

The Co-CRO's fees for provision of the Services set forth in this Agreement will be a fixed fee in the amount of \$250,000 per month. The fees for the provision of the Services by the Additional Personnel will be based on the actual number of hours charged at BRG's standard hourly rates which are in effect when the services are rendered ("Professional Fees") with a 20% client accommodation applied at invoicing. The fees for the provision of the Services by the Additional Personnel will be capped at \$1,350,000 net of client accommodation (\$225,000 per week) through November 30, 2025 (no client accommodation after November 30, 2025). The monthly charge will be billed and due on the first day of the month for the upcoming month. Any partial month billings will be pro-rated based on number of days. Hourly rates may change in the future from time to time and are typically adjusted annually. BRG's current hourly rates are as follows:

Managing Directors	\$1,140 – \$1,395
Directors & Associate Directors	\$900 – \$1,100
Professional Staff	\$445 – \$885
Support Staff	\$185 – \$395

Any estimate or budget of anticipated Professional Fees for services that may be provided to Client prior to or during the course of the Agreement is BRG's best estimate of the anticipated Professional Fees that will be incurred in connection with the Services based on the information available to BRG at the time the estimate or budget is prepared and subject to the discount. Changes in scope will impact such estimate or budget.

In addition to Professional Fees, BRG will be reimbursed for reasonable direct out-of-pocket expenses including, , travel (as preapproved by Client in writing), costs of reproduction, , any applicable sales or excise taxes, and other direct out of pocket expenses, plus an amount equal to four percent (4%) of BRG's Professional Fees to cover internal project related expenses (including but not limited to technology, phone, supplies, and photocopies). Client shall be responsible for all taxes, such as VAT, GST, sales and use tax, gross receipts tax, withholding

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tax, and any similar tax, imposed on or in connection with the services provided under this Agreement, other than BRG's income and property taxes.

BRG will bill for Services every two (2) weeks and will provide customary descriptions regarding the Services rendered. BRG's undisputed invoices statements shall be paid within fourteen (14) days of the invoice date. Client agrees that it will review BRG's invoices upon receipt and will advise BRG of any objection to or dispute with the invoice and the work reflected in the invoice within seven (7) business days of the invoice date.

BRG shall be required to stop all work and withhold delivery of further services, testimony (deposition, trial, or hearing), reports or data (written or oral), or suspend work, at any time the account on this engagement is more than 60 days past due. Additionally, in order to preserve BRG's independence, all undisputed accounts must be paid in full prior to BRG's deposition or trial testimony. A late payment charge of one percent (1%) per month (or the maximum rate permitted by law, whichever is less) may be added to any outstanding undisputed invoices that are past due, and BRG shall be entitled to recover reasonable attorneys' fees and costs incurred in collecting any outstanding undisputed amounts due and owing under this Agreement.

Please remit payments by wire to:

Account Name: Berkeley Research Group, LLC
Account No: 8026286672
Bank: PNC Bank, N.A.
ABA No: 031207607
remitadvice@thinkbrg.com

CASH ON ACCOUNT

Initially, the Company will forward to BRG the amount of \$250,000, which funds will be held "on account" to be applied to BRG's Professional Fees, charges and disbursements for the engagement (the "Initial Cash on Account"). To the extent that this amount exceeds BRG's fees, charges and disbursements upon the completion of the engagement, BRG will refund any unused portion. The Company agrees to increase or supplement the Initial Cash on Account from time to time during the course of the engagement in such amounts as the Company and BRG mutually shall agree are reasonably necessary to increase the Initial Cash on Account to a level that will be sufficient to fund Professional Fees, charges, and disbursements to be incurred.

Upon transmittal of an invoice, BRG may immediately draw upon the Initial Cash on Account (as replenished from time to time) in the amount of the invoice. The Company agrees upon submission of each such invoice to promptly wire the invoice amount to BRG as replenishment of the Initial Cash on Account (together with any supplemental amount to which BRG and the Company mutually agree), without prejudice to the Company's right to advise BRG of any differences it may have with respect to such invoice. BRG has the right to apply to any outstanding invoice (including amounts billed prior to the date hereof), up to the remaining balance, if any, of the Initial Cash on Account (as may be supplemented from time to time) at any time subject to (and without prejudice to) the Company's opportunity to review BRG's invoices.

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November 7, 2025
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COMPANY RESPONSIBILITIES

Client agrees that the delivery of Services and Professional Fees charged are dependent on timely and effective cooperation from the Client. Accordingly, Client shall furnish to BRG financial information and other information regarding the business of Client as BRG may reasonably request in connection with the Agreement. Client also represents that, to Client's knowledge, information furnished to BRG is accurate and complete at the time it is furnished and agrees to keep BRG advised of developments materially affecting Client or its financial position. Client shall make decisions and take further actions, as Client determines in its sole discretion, relating to any recommendations made by BRG in connection with this Agreement.

BRG shall not make any management decisions on behalf of Client and will not be responsible for Client's decision to pursue, or not to pursue, any business strategy or to implement, or not implement, recommendations made by BRG. As part of the Services, BRG may be requested by Client to assist Client (and its legal or other advisors) in negotiating with Client's creditors and equity holders and with other interested parties. In the event that BRG participates in such negotiations, the representations made and the positions advanced shall be preapproved by Client and will be those of Client and its management, not BRG or its employees.

CONFIDENTIALITY

For the purpose of this Agreement, "Confidential or Privileged Information" shall mean any and all technical and non-technical information of a confidential nature including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, software programs, software source documents, and formulae related to current, future and proposed products and services, and includes without limitation, information concerning research, development, experimental work, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information. BRG shall take at least those measures that it takes to protect its own most highly confidential information and shall not disclose any Confidential or Privileged Information to any third party; provided, however, that BRG may disclose Confidential or Privileged Information (a) to BRG's employees, affiliates, vendors or agents who provide Services in connection with this engagement, provided that such employees, affiliates, vendors or agents agree to be bound by substantially the same terms of this Agreement prior to any such disclosure (b) with Client's written consent, or (c) when legally required to do so, provided that BRG shall furnish only that portion of the Confidential or Privileged Information which is legally required and that BRG shall provide Client with prompt written notice of such requirement (to the extent legally permissible). Both parties agree that Confidential or Privileged Information will not be construed to include information that is available from public sources or sources not subject to obligations of confidentiality to Client. Work papers associated with BRG's consulting Services are the confidential property of BRG.

Except as otherwise required by law or special circumstance, BRG will return or destroy all data and documents provided by Client at the conclusion of the engagement, but shall be entitled to retain work papers and work product generated by BRG staff, subject to the confidentiality and non-disclosure obligations set forth in this Agreement.

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BRG acknowledges that in the event of an actual or threatened breach of this section, Client may be irreparably harmed and may not have an adequate monetary remedy and shall be entitled to seek injunctive relief and specific performance, without the necessity of posting any bond, in addition to any other available remedies.

OWNERSHIP OF DELIVERABLES & DATA

BRG acknowledges and agrees that Client, upon full payment of fees owed, is the sole owner of any deliverables provided in connection with the Services, except all copyrights, trademarks, patents and trade secrets therein, and all rights attendant thereto. . To the extent that Client wishes to disclose to any third party the work product of BRG, it will require any third party to execute a non-reliance and release letter reasonably. Further, BRG will not assume, or be deemed to have assumed, any responsibility, obligation or liability to any third party to which any advice, report or other work product is disclosed or otherwise made available. BRG represents and warrants that BRG has any and all necessary right, title, license and authority (including any and all necessary permissions from third-party owners) to all deliverables provided to Client in connection with the Services, and BRG agrees to indemnify Client against any and all liabilities, including liabilities arising from claims brought by third parties and any and all reasonable costs of defense, arising out of or related to a breach of this representation and warranty.

BRG acknowledges and agrees that Client is and shall remain the sole owner of all data or other information provided by Client to BRG pursuant to this Agreement. Client represents and warrants that Client has any and all necessary right, title, license and authority (including any and all necessary permissions from third-party owners) to transfer to BRG, grant access to BRG or allow BRG to use for the purpose of rendering Services to Client, any and all of the data or other information that Client provides to BRG for such purpose. Client agrees to indemnify BRG against any and liabilities, including liabilities arising from claims brought by third parties and any and all reasonable costs of defense, arising from such transfer, access or use.

CONFLICTS OF INTEREST

BRG is engaged by many other companies and individuals. It is possible that some of BRG's past, current or future clients had, have or may have disputes or other matters that are adverse to or may not be consistent with the interests of Client. BRG reserves the right to undertake unrelated engagements during and after this engagement by Client, consistent with BRG's internal policies. BRG will not be required to disclose any such unrelated engagements to Client. BRG will institute procedures to protect the confidentiality of information provided by Client in the course of this engagement.

This Agreement shall be interpreted and controlled by the laws of the state of Delaware.

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INDEMNIFICATION & LIMITATION OF LIABILITY

Except in the case of BRG's gross negligence, fraud, or willful misconduct, the Company shall indemnify, hold harmless and defend the Co-CROs, Additional Personnel, and BRG and its affiliates partners, directors, officers, employees and agents (collectively, the "BRG Parties") from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of the Co-CROs and BRG that is the subject of this Agreement. The Company shall pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance.

In addition to the above indemnification and advancement, any BRG employees serving as directors or officers of the Company or affiliates will receive the benefit of the most favorable indemnification and advancement provisions provided by the Company to its directors, officers and any equivalently placed employees, whether under the Company's charter or by-laws, by contract or otherwise.

The Company shall specifically include and cover the Co-CROs and any other employees and agents serving as directors or officers of the Company or affiliates from time to time with direct coverage under the Company's policy for liability insurance covering its directors, officers and any equivalently placed employees ("D&O insurance"). Prior to accepting any officer position, the Company shall, at the request of BRG, provide BRG a copy of Company's current D&O policy, a certificate(s) of insurance evidencing the policy is in full force and effect, and a copy of the signed board resolutions and any other documents as BRG may reasonably request evidencing the appointment and coverage of the indemnitees. Company will maintain such D&O insurance coverage for the period through which claims can be made against such persons. Company disclaims a right to distribution from the D&O insurance coverage with respect to such persons. In the event that the Company is unable to include BRG employees and agents under the Company's policy or does not have first dollar coverage acceptable to BRG in effect for at least \$10 million (e.g., there are outstanding or threatened claims against officers and directors alleging prior acts that may give rise to a claim), BRG may, at its option, attempt to purchase a separate D&O insurance policy that will cover BRG employees and agents only. The cost of the policy shall be invoiced to the Company as an out-of-pocket expense. If BRG is unable or unwilling to purchase such D&O insurance, then BRG reserves the right to terminate the Agreement.

Notwithstanding any other provision in this Agreement to the contrary, the Company's indemnification and advancement obligations shall be primary to (and without allocation against) any similar indemnification and advancement obligations of BRG, its affiliates and insurers to the indemnitees (which shall be secondary), and the Company's D&O insurance coverage for the indemnitees shall be specifically primary to (and without allocation against) any other valid and collectible insurance coverage that may apply to the indemnitees (whether provided by BRG or otherwise).

IN NO EVENT SHALL THE COMPANY, THE CO-CROS, ADDITIONAL PERSONNEL, BRG OR BRG PERSONNEL WHO SERVE AS OFFICERS OF THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CO-CROS AND BRG

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SHALL NOT BE LIABLE TO THE COMPANY, OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF THE COMPANY, EXCEPT FOR DIRECT DAMAGES FOUND IN A FINAL DETERMINATION TO BE THE DIRECT RESULT OF THE BAD FAITH, SELF-DEALING, OR INTENTIONAL MISCONDUCT OF BRG. BRG'S AGGREGATE LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, IS LIMITED TO THE AMOUNT OF FEES PAID TO BRG FOR SERVICES UNDER THIS AGREEMENT (THE "LIABILITY CAP"). THE LIABILITY CAP IS THE TOTAL LIMIT OF BRG'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS OR DEMANDS BY ANYONE PURSUANT TO THIS AGREEMENT, INCLUDING LIABILITY TO THE COMPANY, TO ANY OTHER PARTIES HERETO, AND TO ANY OTHERS MAKING CLAIMS RELATING TO THE WORK PERFORMED BY BRG PURSUANT TO THIS AGREEMENT. ANY SUCH CLAIMANTS SHALL ALLOCATE ANY AMOUNTS PAYABLE BY BRG AMONG THEMSELVES AS APPROPRIATE, BUT IF THEY CANNOT AGREE ON THE ALLOCATION IT WILL NOT AFFECT THE ENFORCEABILITY OF THE LIABILITY CAP. UNDER NO CIRCUMSTANCES SHALL THE AGGREGATE OF ALL SUCH ALLOCATIONS OR OTHER CLAIMS AGAINST BRG PURSUANT TO THIS AGREEMENT EXCEED THE LIABILITY CAP.

TERMINATION

Client or BRG may terminate this Agreement upon seven (7) days' written notice. In the event the Agreement is terminated prior to the completion of Services, (i) Client agrees to pay BRG for all undisputed Professional Fees and expenses incurred through the termination date and (ii) BRG agrees to promptly refund any unused Cash on Account and all work product up the date of Termination. In the event expert consulting services have not commenced in the 4 month period after the execution of this Agreement, BRG reserves the right to terminate on 7 days' written notice.

OTHER TERMS

In the event BRG is requested pursuant to subpoena or other legal process to produce any documents or to provide testimony relating to this engagement for in judicial or administrative proceedings to which BRG is not a party, Client shall reimburse BRG at standard billing rates for all professional time and expenses, including reasonable attorneys' fees, incurred in preparing for and responding to requests for documents and providing testimony.

All notices provided or required by this Agreement shall be made in writing and delivered by hand, by overnight courier, by registered post or certified mail with return receipt requested to the respective addresses set forth below with postage prepaid. Such notice shall be effective upon actual receipt or refusal thereof. All notices shall be sent to:

If to Client:
American Signature, Inc.
4300 E. Fifth Ave.
Columbus, OH 43219
Attn: Chief Financial Officer

If to BRG:
Berkeley Research Group, LLC
810 Seventh Avenue, Suite 4100
New York, NY 10019
Attn: Legal Department

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With a copy to:
American Signature, Inc.
4300 E. Fifth Ave.
Columbus, OH 43219
Attn: Deputy General Counsel

Client will only use any advice, report or work product produced under this engagement for making its own internal business decisions. Client will solely rely on its own analysis and review to make any investment or other business decision. BRG will not render an assurance report or assurance opinion as part of this engagement, nor will the Services constitute an audit, review or examination of any entity's financial statements or prospective financial statements in accordance with generally accepted auditing standards or other applicable professional standards. None of the Services or any report will constitute any legal opinion or advice, nor will the Services or any reports constitute a fairness opinion, investment or accounting advice. BRG will not conduct a review to detect fraud or illegal acts, nor will BRG render any opinion as to the fairness or advisability of any proposed transaction. In addition, Client acknowledges that no reliance shall be placed on draft reports, conclusions or advice, whether oral or written, issued by BRG as the same may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final report issued by BRG. Client will not use the report or work product under this engagement for any use beyond the use set forth in this letter.

Unless otherwise explicitly stated, all provisions of this Agreement shall survive the expiration or termination of this engagement. Neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This engagement letter and its terms and conditions constitute the entire Agreement between BRG and Client with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the subject matter hereof. No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each party to be bound thereby.

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We look forward to working with you on this matter. Please sign and return a copy of this Agreement signifying your agreement with the terms and provisions herein.

Sincerely,

By Stephen Coulombe
Stephen Coulombe, Managing Director

Dated 11/8/25

By Rudolph J. Morando Jr.
Rudolph J. Morando Jr., Managing Director

Dated 11/8/25

AGREED AND ACCEPTED:

American Signature Inc.

By Eric Jackson
Eric Jackson, Chief Financial Officer

Dated 11/7/25

EXHIBIT C

Declaration of Rudolph Morando

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-12105 (JKS)

(Jointly Administered)

**DECLARATION OF RUDOLPH MORANDO IN SUPPORT OF DEBTORS'
MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF BERKELEY RESEARCH GROUP, LLC TO
PROVIDE CO-CHIEF RESTRUCTURING OFFICERS AND ADDITIONAL
PERSONNEL FOR THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

Pursuant to 28 U.S.C. § 1746, I, Rudolph Morando, hereby declare under penalty of perjury as follows:

1. I am a Managing Director of Berkeley Research Group, LLC (“BRG”)², a professional services firm, with numerous offices throughout the country. I am duly authorized to make this declaration (this “Declaration”) on behalf of BRG. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein and, if called as witness, I could and would testify thereto.³

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

² References contained herein referring to BRG pertaining to disinterestedness and disclosures of relationships with parties in interest, refer collectively to Berkeley Research Group, LLC and all of its affiliates.

³ Certain of the disclosures set forth herein relate to matters within the knowledge of other Directors and Managing Directors at BRG and are based on information provided by them.

2. I submit this Declaration in support of the Motion (the “Motion”)⁴ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order: (i) authorizing the Debtors to retain BRG, pursuant to the terms and conditions of that certain letter agreement dated November 7, 2025 (the “Engagement Letter”) between BRG and the Debtors, to (a) provide Stephen Coulombe and Rudolph Morando to serve as Co-Chief Restructuring Officers (together, the “Co-CROs”) and (b) provide additional staff (the “Additional Personnel” and, together with the Co-CROs, the “BRG Professionals”); (ii) providing that the employment of the BRG Professionals is effective as of the Petition Date; and (iii) granting related relief.

A. Qualification of Professionals

3. I will act as Co-CRO of the Debtors. I have more than twenty years of experience in financial advisory work and providing leadership to businesses during times of transition. I am skilled in strategic and financial planning, including developing tactical plans to improve profitability, liquidity, and capital structure efficiency. Further, I have deep experience in financial analysis and diligence, working capital improvement, operational assessments, cash management, mergers and acquisitions, creditor workout, and stakeholder management.

4. Mr. Coulombe, the other proposed Co-CRO is a Managing Director at BRG with more than twenty-five years of experience providing a wide range of consulting services, including liquidity and capital structure assessment, debt and equity restructuring advice and securing financing, identification of strategic and reorganization alternatives, and leading processes to sell businesses or underperforming assets. Mr. Coulombe specialize in performance improvement,

⁴ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

restructuring, and interim management and has served as both CRO and interim CFO to large global public and private companies and worked with senior management teams and boards of directors in scenarios similar to those of the Debtors.

5. BRG's Corporate Finance practice consists of senior financial, management consulting, accounting, and other professionals who specialize in providing restructuring, transaction advisory, litigation support, solvency, and valuation assistance and providing a focus on viable solutions that maximize value for companies and creditors, typically in distressed business settings. BRG serves troubled companies, debtors, and secured and unsecured creditors, equity holders, and other parties in both in-court and out-of-court engagements similar to the Debtors in the State of Delaware and elsewhere. BRG professionals have significant restructuring and industry experience assisting distressed companies with financial and operational challenges and working with management teams and boards of directors of large companies facing financial challenges similar to those of the Debtors. Moreover, the professionals at BRG have assisted and advised debtors, independent boards, creditors, creditors' committees, bondholders, investors, and others in numerous bankruptcy cases, including Conn's, Inc.; F21 OpCo, LLC (a.k.a. Forever21); Never Slip Holdings, Inc. (a.k.a. Shoes for Crews); Genesis Global Holdco, LLC; Desolation Holdings LLC. (a.k.a. Bittrex); David's Bridal, LLC; Independent Pet Partners Holdings, LLC; The Hertz Corporation, RentPath Holdings, Inc.; Le Tote, Inc.; BlockFi, Inc.; Brookstone Holdings Corp.; Specialty Retail Shops Holding Corp. (a.k.a. Shopko); rue21, inc.; Neiman Marcus Group LTD LLC; hhgregg, Inc.; Stage Stores, Inc.; RTW Retailwinds, Inc (a.k.a. NY & Company); Hospital Acquisition LLC (a.k.a. LifeCare Health Partners); Intelsat, S.A.; Christopher & Banks, Inc.; Things Remembered, Inc.; Voyager Digital Holdings, Inc.; SVB Financial Group; California Pizza Kitchen Inc.; Bouchard Transportation, Co., Inc.; Century 21 Department Stores, LLC;

Destination Maternity Corporation; Nine West Holdings, Inc.; M&G USA Corporation; Guitar Center, Inc.; GNC Holdings, Inc.; Centric Brands Inc.; Town Sports International, Inc.; American Apparel, LLC; A'GACI, L.L.C.; The Wet Seal LLC; Molycorp Inc.; Samuels Jewelers Inc.; and Sports Authority Holdings, Inc.

6. The Additional Personnel have significant restructuring and industry experience assisting distressed companies with financial and operational challenges and working with management teams and boards of directors of large companies facing financial challenges similar to those of the Debtors. The BRG Professionals will work closely with the Debtors' management and other professional advisors throughout the chapter 11 process. By virtue of the expertise of its restructuring personnel, BRG, myself, Mr. Morando, and the Additional Personnel are well qualified to provide services to and represent the Debtors' interests in these Chapter 11 Cases. In addition, as a result of performing prepetition advisory work for the Debtors, working closely with the Debtors' management and other professionals, BRG, myself, Mr. Morando, and the Additional Personnel have acquired significant knowledge of the Debtors' businesses and are familiar with the Debtors' financial affairs, capital structure, operations, and related matters.

B. Services to be Rendered

7. In October 2025, the Debtors engaged BRG to provide certain professional services to the Debtors and, in connection with such engagement, BRG developed an in depth understanding of the Debtors' operations, debt structure, creditors, business, and related matters. BRG and the Debtors executed the Engagement Letter on November 7, 2025, a copy of which is attached to the Motion as **Exhibit B**. Pursuant to the Engagement Letter, BRG and the Debtors have agreed that BRG will provide the Co-CROs and the Additional Personnel and will provide certain professional services to the Debtors. Working collaboratively with the Debtors' senior

management team and board of directors, as well as the Debtors' other professionals, BRG will provide the following professional services:

- (a) Assist the Company with cash flow forecasts and related liquidity forecasting tools to evaluate the Company's cash flows;
- (b) Assist with developing tactics and strategies for negotiating with vendors and other constituencies which can impact weekly cash flows and affect the Company's liquidity needs;
- (c) Assess and assist in evaluating any potential asset divestitures, profitability post divestiture and ability to service any remaining indebtedness post divestiture;
- (d) Assess business plan and profitability; including initial recommendations to improve operations and cash flows;
- (e) Attend meetings, presentations and negotiations as may be requested by the Company;
- (f) In consultation with management of the Company and subject to the approval of the Board of Directors of the Company, develop and implement a chosen course of action to maximize value for all stakeholders;
- (g) If required, assist the Company in preparing for an operating in a Chapter 11 bankruptcy proceeding, including negotiations with stakeholders, and the formulation of a reorganization strategy and plan of reorganization directed to preserve and maximize value; and
- (h) Such other services as mutually agreed upon by the Co-CROs, BRG, and the Company

43. Subject to Court approval, the Debtors seek to engage BRG pursuant to the Engagement Letter previously executed by and between the Debtors and BRG as modified by the Proposed Order. In addition to the scope of services incorporated in the Engagement Letter, BRG will provide the following services during the Chapter 11 Cases:

- (a) Serve as Co-CROs (Stephen Coulombe and Rudolph Morando);
- (b) Oversee the activities of the Debtors in consultation with the Debtors' other advisors and the management team to effectuate the selected course of action;
- (c) Manage the development of cash flow projections and related methodologies and assist with planning for alternatives and managing liquidity in consultation with management;

- (d) Oversee and approve all disbursements throughout the duration of the engagement;
- (e) Assist the Debtors in negotiations with secured lenders and communicate directly with the agent and the lenders and be authorized to furnish the agent and lenders with such information as they may request;
- (f) Oversee the activities related to operating in a Chapter 11 bankruptcy proceeding, including negotiations with stakeholders, and the formulation of a Chapter 11 strategy and Chapter 11 plan directed to preserve and maximize value;
- (g) Assist the Debtors and its investment banker in conducting a sale process by facilitating data requests, providing ad hoc financial and operational analyses, engaging with potential purchasers, and supporting other activities necessary to execute a successful transaction;
- (h) Provide information deemed by the Co-CROs to be reasonable and relevant to stakeholders and consult with key constituents as necessary;
- (i) To the extent reasonably requested by the Debtors, offer testimony before the Court with respect to the services provided by the Co-CROs and the Additional Personnel, and participate in depositions, including by providing testimony, related thereto; and
- (j) Such other services as mutually agreed upon by the Co-CROs, BRG, and the Debtors.

8. Both prior to the formal execution of the Engagement Letters and subsequent thereto, BRG developed an in-depth understanding of the Debtors' financial history and business operations. BRG has worked closely with the Debtors' management and other professionals since it was engaged, and has become well acquainted with the Debtors' operations, debt structure, creditors, business, and related matters. Accordingly, BRG has developed significant relevant experience regarding the Debtors that will assist BRG in providing effective and efficient services in these Chapter 11 Cases.

C. No Duplication of Services

9. The services that BRG will provide to the Debtors are necessary to enable the Debtors to maximize the value of their estates. The services provided by the Co-CROs and the Additional Personnel will complement, and not duplicate, the services to be rendered by the

professionals retained in these Chapter 11 Cases, including services that other professionals will be providing to the Debtors.

D. Use of Contractors

10. Notwithstanding anything in this Motion to the contrary, BRG shall, to the extent that it uses the services of independent contractors or subcontractors (the “Contractors”) in these Chapter 11 Cases, (i) pass-through the cost of Contractors to the Debtors at the same rate that BRG pays the contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflict checks and compensation procedures as required for BRG; and (iv) file with the Court such disclosures required by Bankruptcy Rule 2014.

E. Indemnification and Limitation of Liability

11. As a material part of the consideration for which BRG has agreed to provide the services described herein, the Debtors have agreed to the indemnification provisions set forth in the Engagement Letter (the “Indemnity”). The Indemnity provides that the Debtors shall indemnify, hold harmless and defend the Co-CROs, Additional Personnel, and BRG and its affiliates partners, directors, officers, employees and agents (collectively, the “BRG Parties”) from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of the Co-CROs and BRG that is the subject of the Engagement Letter, except such liabilities that result from the gross negligence, fraud, or willful misconduct of the BRG parties.

12. The Debtors and BRG believe that the Indemnity is customary and reasonable for engagements of this type and should be approved.

13. The terms and conditions of the Indemnity were negotiated by the Debtors and BRG at arm’s length and in good faith. The provisions contained in the Engagement Letter, viewed in

conjunction with the other terms of the proposed retention, are reasonable and in the best interests of the Debtors, their estates, and creditors in light of the fact that the Debtors require BRG's services to successfully navigate these Chapter 11 Cases.

14. Notwithstanding any provisions of the Engagement Letter to the contrary, in accordance with the U.S. Trustee's protocol applicable to the retention of personnel to assist the Debtors under section 363 of the Bankruptcy Code (sometimes referred to as the "Jay Alix Protocol"), BRG has agreed otherwise, as set forth below:

- (a) Notwithstanding anything to the contrary in the Engagement Letter, the Debtors are permitted to indemnify those persons acting as executive officers only on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, in addition to insurance coverage under the Debtors' director and officer insurance policies.
- (b) There will be no indemnification of BRG or its affiliates.
- (c) Finally, notwithstanding any provisions of the Engagement Letter to the contrary, BRG has agreed not to raise or assert any defense based upon jurisdiction, venue, abstention, or otherwise to the jurisdiction and venue of this Court or (if the reference is withdrawn) the District Court for the District of Delaware to hear or determine any controversy or claims with respect to, in connection with, arising out of, or in any way related to BRG's engagement on these Chapter 11 Cases.

F. Disinterestedness of Professionals

15. In connection with the preparation of this Declaration, BRG⁵ undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, BRG obtained from the Debtors and/or their representatives the names of individuals and entities that may be parties in interest in these Chapter 11 Cases (collectively, the "Potential Parties in Interest"). Accordingly, we are relying on the accuracy and completeness of this information in connection

⁵ All disclosures herein pertaining to relationships with the Potential Parties in Interest or other elements of BRG's disinterestedness encompass both Berkeley Research Group, LLC and its affiliates.

with our conflict review and disclosure. Such parties are listed on **Schedule 1** attached to this Declaration. BRG's internal conflict check procedures consist of the querying of the Potential Parties in Interest within an internal computer database containing names of individuals and entities that are present or former clients of BRG. The database that BRG queries to determine its lack of conflicts and disinterestedness incorporates the names of individuals and entities that are present and former clients both of BRG and all of its affiliates. Additionally, new matters are circulated to all Directors and Managing Directors of BRG with a request to review and advise of any potential conflict of interest concerns. All responses are reviewed and addressed by an attorney on BRG's conflicts team.

16. Based on the results of its review, completed under my supervision, BRG does not have a relationship with any of the parties listed in **Schedule 1** in matters related to these proceedings. As set forth in **Schedule 2** which is attached hereto, BRG has relationships with certain Potential Parties in Interest in these Chapter 11 Cases, but such relationships are unrelated to either the Debtors or these Chapter 11 Cases.

17. To the best of my knowledge, information and belief, neither I, nor BRG, nor any of the BRG Professionals, have any connection with or holds any interest adverse to the Debtors, their estates, creditors, shareholders, or any other party in interest herein or their respective attorneys in the matters for which BRG is proposed to be employed, except that BRG has provided other consulting services, and may in the future provide such services, to certain of the Debtors' creditors or other parties-in-interest in matters unrelated to the Debtors' Chapter 11 Cases. To the best of my knowledge, no services have been provided to these Potential Parties in Interest in matters materially relating to these Chapter 11 Cases or which involve their rights in the Debtors'

Cases, nor does BRG's involvement in these Chapter 11 Cases compromise its ability to continue such consulting services.

18. BRG is not employed by, and has not been employed by, any entity other than the Debtors in matters related to these Chapter 11 Cases, except as described herein. In particular, prior to the Petition Date, BRG provided professional services to the Debtors.

19. Further, as part of its diverse practice, BRG appears in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, investment bankers, and financial consultants, who may represent claimants and parties in interest in these Chapter 11 Cases. Also, BRG has in the past, currently, and may in the future, be represented by several attorneys and law firms, some of whom may be involved in these Chapter 11 Cases. In addition, BRG has in the past, is currently, and will likely in the future be engaged in matters, unrelated to the Debtors or these Chapter 11 Cases, in which it works with or against other professionals involved in these Chapter 11 Cases. Moreover, BRG might have referred work to other professionals who are retained in these Chapter 11 Cases. Likewise, certain such professionals who are retained in these Chapter 11 Cases might have referred work to BRG. Based on BRG's current knowledge of the professionals involved, and to the best of my knowledge, insofar as I have been able to ascertain after reasonable inquiry, none of these business relationships create an interest materially adverse to the Debtors in matters upon which BRG is to be employed, and none are in connection with these Chapter 11 Cases.

20. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, and except as set forth herein, neither I nor any of the BRG Professionals (a) have any connection with the U.S. Trustee, or any employee in the U.S. Trustee's office or (b) are related or connected to any United States Bankruptcy Judge for the District of

Delaware or any of the District Judges for the District of Delaware who handle bankruptcy cases, except as otherwise set forth herein.

21. To the best of my knowledge, BRG is not a “creditor” of the Debtors within the meaning of section 101(1) of the Bankruptcy Code. Further, neither BRG, nor any of the BRG Professionals, to the best of my knowledge, is a holder of any of the Debtors’ outstanding debt instruments or shares of the Debtors’ stock. It is possible that certain BRG employees, managing directors, board members, equity holders, or affiliates of any of the foregoing, may own interests in mutual funds or other investment vehicles (including various types of private funds) that own the Debtors’ or other parties in interest’s debt or equity securities or other financial instruments including bank loans and other obligations. Typically, the holders of such interests have no control over investment decisions related to such investment funds or financial instruments. BRG’s policy prohibits its employees from personally trading in the Debtors’ securities.

G. Professional Compensation

22. As set for the in the Fee and Expense Structure, and the Motion, the Co-CROs’ fees for the provision of the services will be \$250,000 per month. Fees for the Additional Personnel will be based on the actual hours worked, charged at BRG’s standard hourly rates which are in effect when the services are rendered.⁶ The hourly rates charged by BRG for the services provided by the Additional Personnel differ based upon, among other things, each professional’s level of

⁶ Pursuant to the Engagement Letter, through November 30, 2025, a 20% client accommodation will be applied to the fees for the Additional Personnel, and subject to a fee cap of \$1,350,000, inclusive of the prepetition Additional Personnel fees incurred and net of the 20% client accommodation. No client accommodation will be in force for any fees incurred after November 30, 2025.

experience, geographic differentials, and types of services being provided. The current standard hourly rates for the BRG Professionals anticipated to be assigned to this case are as follows⁷:

Position	2025 Hourly Rates
Managing Directors	\$1,140 - \$1,395
Associate Directors & Directors	\$900 - \$1,100
Professional Staff	\$445 - \$885
Support Staff	\$185 - \$395

23. BRG periodically revises its hourly rates to reflect promotions and other changes in personnel responsibilities, increases in experience, and increases in the cost of doing business. Hourly rates may change in the future from time to time and are typically adjusted annually. Rate changes will be noted on the invoice for the first time period in which the revised rates become effective. To the extent BRG requires services of its international divisions or personnel from specialized practices, the standard hourly rates for that international division or specialized practice will apply.

24. In addition to compensation for professional services rendered by the BRG Professionals, BRG also will be entitled to reimbursement for its reasonable costs and expenses incurred in connection with these Chapter 11 Cases, including, but not limited to, reasonable travel expenses (including lodging expenses and business meals), costs of reproduction, research, communications, our legal counsel, any applicable sales or excise taxes, and other direct expenses.

25. BRG will also request compensation for any time and expenses (including, without limitation, reasonable legal fees and expenses, except in the case of legal fees pertaining to any fee

⁷ The ranges herein are for BRG professionals in the Corporate Finance practice group who may practice in bankruptcy and non-bankruptcy related matters. They exclude BRG professionals in other industry practice groups who may also provide specialized services in these Chapter 11 Cases. To the extent such other professionals provide services, they will charge their standard hourly rates as they would in non-bankruptcy matters.

defense) that may be incurred in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings, including, without limitation, those other than the instant matter, as a result of BRG's performance of these services.

26. In the 90 days prior to the Petition Date, BRG received cash on account and payments totaling \$2,022,142.00. As of the Petition Date, BRG holds \$500,000 in cash on account (the "Cash on Account") from the Debtors.

27. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior, and subsequent to the Petition Date, BRG may have incurred, but not invoiced, fees and reimbursable expenses that relate to the prepetition period. BRG intends to apply such amounts against the Cash on Account. As agreed to with the Debtors, the remainder of the Cash on Account will be held as a general retainer as security for post-petition services and expenses.

28. The Debtors and BRG have agreed that any portion of the Cash on Account not used to compensate BRG for its prepetition services and reasonable and documented out-of-pocket expenses will be held and applied against its final post-petition billing and will not be placed in a separate account. Upon the termination of BRG's engagement, BRG will return any unused portion of the Cash on Account to the Debtors.

29. Because BRG is not being employed as a professional under section 327 of the Bankruptcy Code, the Debtors have requested that BRG not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. However, to maintain transparency and to comply with the U.S. Trustee's protocol applicable to the retention of personnel under section 363 of the Bankruptcy Code, BRG will file reports of staffing, compensation earned, and expenses

incurred on a monthly basis (each a “Staffing Report”) with the Court. Each Staffing Report shall contain summary charts which describe the services provided, including the number of hours worked by category, identify the compensation earned by each Additional Personnel, and itemize the expenses incurred for the relevant period. Time records shall (i) be appended to the Staffing Report, (ii) contain detailed time entries describing the task(s) performed, and (iii) be organized by project category. Where BRG Professionals are providing services at an hourly rate, the time entries shall identify the time spent completing each task in 1/10th hour increments; where BRG Professionals are providing services at a “flat” rate, the time entries shall be kept in hourly increments. All compensation shall be subject to review by the Court in the event an objection is filed. BRG’s Staffing Reports shall be filed by the last day of the month for the previous month. BRG’s first Staffing Report shall be filed by January 31, 2026, covering the period of the Petition Date through December 31, 2025. The Debtors request that any objections or responses to the Staffing Reports be filed and served within fourteen (14) days of filing of the Staffing Report.

30. BRG believes that the terms of retention for the Co-CROs and the Additional Personnel are consistent with and typical of compensation arrangements entered into by BRG and other comparable firms that render similar services under similar circumstances.

31. No promises have been received by BRG, nor any employee thereof, as to payment or compensation in connection with these Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code. Except for internal agreements among the employees of BRG regarding the sharing of revenue or compensation, neither BRG nor any of its employees has entered into an agreement or understanding to share compensation with any other entity as described in section 504 of the Bankruptcy Code and Bankruptcy Rule 2016.

32. To the extent that BRG discovers any additional facts or information bearing on matters described in this Declaration that require disclosure, during the period of the Debtors' retention of BRG, I will file a supplemental disclosure with the Court as required by Bankruptcy Rule 2014.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: December 3, 2025

/s/ Rudolph Morando

Rudolph Morando
Berkeley Research Group, LLC

Schedule 1

List of Potential Parties in Interest

Debtors

American Signature Home Inc.
American Signature USA Inc.
American Signature Woodbridge LLC
American Signature, Inc.
ASI – Laporte LLC
ASI Elston LLC
ASI Polaris LLC
ASI Pure Promise Insurance LLC
ASI Thomasville LLC

Current and Former Affiliates

Kroehler Corporation
Kroehler Furniture Mfg. Co., Inc.
LDS Holdings, LLC
Luxury Delivery Service, Inc.
Schottenstein Stores Corporation
Value City Furniture, Inc.

Current D&O

Brian T. Strayton
Deana Carrington
Dena Schilling
Eric Jackson
Eric R. Duerksen
George Hunter
George Vemadakis
Jay L. Schottenstein
Jeffrey D. Swanson
Jim Dierker
Joseph A. Schottenstein
Kelly Routhier
Kevin Hughes
Melita Garrett Abbey
Patrick J. Sanderson
Richard Favata
Steven D. Rabe
Suzanne Kiggin
Tod H. Friedman
William R. Kugel

>5% Equity Holders

Jay L. Schottenstein

Schottenstein Stores Corporation

Lenders & Secured Creditors

PNC Bank, National Association
Second Avenue Capital Partners LLC

Lender Professionals

Choate, Hall & Stewart LLP
Richards, Layton & Finger P.A.

Banks

Alex Brown
Morgan Stanley
PNC Bank, National Association
Raymond James
The Huntington National Bank

Surety & Letters of Credit

American Alternative Insurance
American Express Travel
Broadstone Avf Michigan, LLC
Ohio Bureau of Workers Compensation
The CIT Group
The Travelers Indemnity Company
Trimont LLC
Wells Fargo

Debtor Professionals

C Street Advisory Group, LLC
Goodwin Procter LLP
Kutzman Carson Consultants LLC dba
Verita Global
Pachulski Stang Ziehl & Jones Llp
SSG Advisors, LLC

Insurance

Ace American Insurance Co
American Guarantee & Liability Insurance
Co
American International Reinsurance Co Ltd
Amwins Insurance Brokerage LLC
Arch Insurance Company
Aspen Insurance Uk Limited
Aspen Specialty Insurance Company

Atlantic Security Ltd.
 Chubb Bermuda Insurance Ltd.
 Cobbs Allen Capital LLC
 CRC Group
 Crum & Forster Specialty Insurance
 Company
 Endurance American Specialty Ins Co
 Everest Indemnity Insurance Co
 Everest International Assurance Ltd.
 Everest National Insurance Co
 Factory Mutual Insurance Company
 Freedom Specialty Insurance Co
 GAI Insurance Company Limited
 Gemini Insurance Company
 Great American Assurance Company
 Hanseatic Insurance Company Ltd.
 Houston Casualty Company
 Incline Casualty Company
 Insurance Company of the State of PA
 IOA National Inc.
 Lexington Insurance Company
 Liberty Insurance Underwriters Inc
 Magna Carta Insurance, Ltd
 Midvale Indemnity Company
 Navigators Insurance Company
 RSUI Indemnity Company
 R-T Specialty, LLC - Burbank
 Scottsdale Insurance Company
 Starr Indemnity & Liability Co
 Steadfast Insurance Company
 The Charter Oak Fire Insurance Company
 The Travelers Indemnity Company
 The Travelers Indemnity Company of
 Connecticut
 Travelers Excess And Surplus Lines
 Company
 Travelers Property Casualty Company of
 America
 United Specialty Insurance Company
 US Specialty Insurance Co
 Westchester Surplus Lines Insurance Co
 XL Specialty Insurance Co
 Zurich American Ins Co of IL

Landlord

1731 Central Park, LLC
 2015 Wesel Boulevard LLC

2195 Harlem Road Leasing LLC
 4300 Venture 34910 LLC
 6100 Pacific, LLC
 7500 Brookpark LLC
 AILSA 5109, LLC
 Alex Hepper
 ALISUE LLC
 American Signature of Woodbridge, LLC
 Ann M. Busby
 ASI Owned
 ASI Sunrise, LLC
 B&G Properties Limited Partnership
 Balgot Realty Corporation
 Bel Air Plaza Limited Partnership
 Belden Park Delaware, LLC
 Blanding Partners, LLC
 BRE Retail Residual NC Owner L.P.
 Brian McDermott, M.D.
 Brixmor Holdings 10 SPE, LLC
 Brixmor Operating Partnership 2, LLC
 Brixmor Property Group
 Brixmor/IA Regency Park SC, LLC
 Broad Street FF, LLC
 Broadstone Net Lease, Inc.
 BV1 Alum Creek Drive Holdings, LLC
 Canton Corners Ford Road LLC
 Carl T Julio, Edward V & Anna Julio PTR
 Charles Triangle, LLC
 Chippewa Center, LLC
 Cobb Place Shops LLC
 Corvair Furniture Manufacturing Co., Inc.
 CPP River Falls II LLC
 CPP River Falls LLC
 Crossings at Hobart-I LLC
 CTO24 Carolina LLC
 Dabaja Fairlane North Properties LLC
 DDRTC Heritage Pavilion LLC
 Decar Realty, LLC
 DIAJEFF LLC
 Dr. Julian G. Busby, Jr.
 Easton Market SC, LLC
 EASTPOINT MALL
 Elston Leavitt LLC
 Exeter 11266 Enterprise, LLC
 Federal Realty Investment Trust
 FR Montrose Crossing LLC

Franklin Square Drive, LLC
 GPT Managed Holdings. LP
 Gregory Camarco
 GSA I SPE, LLC
 Hill Management Services, Inc.
 Holiday Station Properties, LLC
 HRE/MStreet Turner Hill, LLC
 JLP Beaver creek, LLC
 JLP-Baileys Cross Roads VA LLC
 JLP-BEAVERCREEK LLC
 JLP-Chesapeake LLC
 JLP-Cranberry, LLC
 JLP-FAIRVIEW HEIGHTS, LLC
 JLP-Florence KY, LLC
 JLP-Harvard Park LLC
 JLPK-Dale Mabry LLC
 JLP-Madison LLC
 JLP-Orland Park, LLC
 JLP-Plainfield LLC
 JLP-Richmond, LLC
 JLP-TOLEDO MONROE, LLC
 JLP-Youngstown, LLC
 Jubilee Coolsprings LLC
 Jubilee Limited Partnership
 Jubilee-Sawmill, LLC
 JV Venture Pointe Decelopment LLC
 Kaden T, LLC
 Kimco of Pennsylvania Trust
 Kimco Realty Corporation
 KRG Castleton Crossing, LLC
 KRG Eastgate Pavilion LLC
 KRG Town and Country Manchester LLC
 Krinsky & Castelli Properties. LLC Julian
 K. & Adrian C. et al
 Lakeside Capital Advisors, LP
 Lakeview Plaza (Orland), LLC
 Lucky JJC, Inc.
 Lynnhaven VC, LLC
 Maple Ridge Plaza Acquisitions
 Marcy D. Cellentani
 Market Square Owner, LLC
 Mishawaka Investments, LLC
 MLRP Army Trail Trade Center, LLC
 Morse Road Company-I, LLC
 MPI Development Group LLC
 NC Center Ft. Wayne, LLC

Niki Core I. LP.
 Niki Delano. LP.
 NNN REIT, Inc.
 PAARK Properties, LLC
 Pacific Square, LLC
 Park Associates
 PR Financing Limited Partnership
 RCC Chesapeake Center, LLC
 Realty Four, LLP
 Robert L. Stark Enterprises, Inc.
 Rosemont 2019, LLC
 RPT Aspen Place, LP
 Sandhill Columbia SC LLC
 Saul Holdings Limited Partnership
 SBV - Holland LLC
 SCF RC Funding IV LLC
 Schaumburg Associates LLC
 Schostak Brothers & Company, Inc.
 Schottenstein Property Group (SPG)
 Schottenstein Realty LLC
 SDG Dadeland Associates, Inc.
 SG-Mentor, LLC
 Sir Barton Place LLC
 Skyline Seven Real Estate
 Spark Realty Solutions, Inc.
 SPG ASI Polaris LLC
 Spirit Realty, L.P.
 Spotsylvania Crossing DE LLC
 SR Clarksville TN LLC
 SR Columbia SC LLC
 SR Louisville KY LLC
 SR Murfreesboro TN LLC
 SRL Crossings at Taylor LLC
 SRL East Main Center LLC
 SRLLC
 SSC Akron LLC
 SSC Burbank IL LLC
 SSC Calumet City IL LLC
 SSC Charlotte NC LLC
 SSC Market St Sandusky LLC
 SSC Monroeville PA LLC
 SSC Parkersburg WV LLC
 SSC Pittsburgh PA LLC
 SSC Springdale LLC
 SSC St. Peters MO LLC
 St Clairsville Main Parcel, L.L.C

Sterling Ponds LLC
 Stoltz Real Estate Partners
 Store SPE AVFII 2017-2, LLC
 SWTC Partners, LLC
 TALCA Daytona Beach, LLC
 The Kroenke Group
 The Real McKeever LLC
 THF Management, Inc.
 THF Silver Spring Development, LP
 TNG Happy Valley, LLC.
 Tropicaire Development, Inc.
 TRP-MCB Eastpoint, LLC
 Truss Greenwood IN LLC
 U.S. Transport Corporation
 United Properties Corp
 US Transport
 Utica Park Place Owner, LLC
 Walden/Dick/ WR-1
 Weingarten Nostat, LLC
 Weingarten Realty
 West Town Corners, LLC
 Westview Center Associates L.C.
 Woodbridge VA-JLP LLC
 WRI Camp Creek Marketplace II, LP
 YSJ, LLC
 Zamagias Properties

Top 30 Unsecured Creditors

ASHLEY FURNITURE INDUSTRIES
 CT MATTRESS BROTHER CO LTD
 DICKSON FURNITURE
 INTERNATIONAL
 EVEREST TECHNOLOGIES INC
 H317 LOGISTICS LLC
 HACKNEY HOME FURNISHINGS INC
 HAPPY FURNITURE(VIETNAM)CO LTD
 HOME MERIDIAN GROUP LLC
 IDEAITALIA CONTEMPORARY
 INTERCON INC
 KUKA (HK) TRADE CO LIMITED
 KYNDRYL INC
 LFN LIMITED
 MAGNUSSEN HOME FURNISHINGS
 INC
 MAN WAH MCO
 MANHATTAN ASSOCIATES INC
 Mediterranean Shipping Co(Usa)

MELLOW RIVER INC
 NAJARIAN FURNITURE CO INC
 PALMETTO HOME LLC
 Rapid Response Inc
 RIVERSIDE FURNITURE CORP
 Schottenstein Property Group (SPG)
 SEALY MATTRESS MANUFACTURING
 SHERWOOD SOUTHEAST LLC
 STEVE SILVER COMPANY
 TARGETCAST LLC
 TEMPUR-PEDIC NORTH AMERICA LLC
 UST Logistical Systems
 VOGUE HOME, LLC

Employee Benefit Providers

Anthem
 Anthem Blue Cross And Blue Shield
 BenefitHub
 Carelonrx Through Anthem
 Cigna
 Express Scripts
 Fidelity
 MetLife
 Prudential

Shippers & Distribution Centers

AG Container Transport LLC
 Ahm Furniture Service LLC
 Alabama Motor Express Inc
 American Global Logistics LLC
 Ascend LLC
 ATS Inc
 Axle Logistics LLC
 Broadleaf Contracting Inc
 Bungii LLC
 Castera Transportation
 Circle Express Inc
 Cosco Container Lines America
 Coyote Logistics LLC
 Custom Transport Inc
 Dolly Inc
 Evans Delivery Co Inc
 Forward Air Corporation
 Franklin Logistics Co LLC
 Hapag-Lloyd (America) LLC
 JB Hunt Transport Inc
 Keystone Lines

Landstar Inway Inc
LV Trucking Inc
Mediterranean Shipping Co(Usa)
MSC Per Diem Dept
Rapid Response Inc
Robert Bearden Inc
Schneider National Carriers
Silvan Trucking LLC
Total Transportation of Ms
Transport One Inc
Triumph Business Capital
Unique Logistics International
UST Logistical Systems
Wex Bank
Wintrust Bank, N.A.
Zim Shipping Finance Limited

U.S. Trustee's Office

Andrew R. Vara
Benjamin Hackman
Christine Green
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Hannah M. McCollum
Hawa Konde
Holly Dice

James R. O'Malley
Jane Leamy
Jonathan Lipshie
Jonathan Nyaku
Joseph Cudia
Joseph McMahon
Lauren Attix
Linda Casey
Linda Richenderfer
Malcolm M. Bates
Michael Girello
Nyanquoi Jones
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch
Timothy J. Fox, Jr.

Bankruptcy Judges

Chief Judge Karen B. Owens
Judge Brendan L. Shannon
Judge Craig T. Goldblatt
Judge J. Kate Stickles
Judge John T. Dorsey
Judge Laurie Selber Silverstein
Judge Mary F. Walrath
Judge Tomas M. Horan

Schedule 2

List of parties-in-interest, or affiliates thereof, that currently or formerly engage(d) BRG, sorted by their relationship to the Debtors, that are unrelated to these Chapter 11 Cases¹

Lenders & Secured Creditors
PNC Bank, National Association

Lender Professionals
Choate, Hall & Stewart LLP*
Richards, Layton & Finger P.A.

Banks
Morgan Stanley
PNC Bank, National Association
Raymond James

Surety & Letters of Credit
American Alternative Insurance*
American Express Travel*
The CIT Group
The Travelers Indemnity Company
Trimont LLC
Wells Fargo

Debtor Professionals
Goodwin Procter LLP*
Pachulski Stang Ziehl & Jones Llp
SSG Advisors, LLC*

Insurance
Ace American Insurance Co*
Amwins Insurance Brokerage LLC
Arch Insurance Company*
Aspen Insurance Uk Limited*
Aspen Specialty Insurance Company*
Chubb Bermuda Insurance Ltd.
Houston Casualty Company*
Lexington Insurance Company*
Liberty Insurance Underwriters Inc*
Navigators Insurance Company*
Scottsdale Insurance Company*
Starr Indemnity & Liability Co
Steadfast Insurance Company

The Travelers Indemnity Company
The Travelers Indemnity Company of
Connecticut
Travelers Excess And Surplus Lines
Company
Travelers Property Casualty Company of
America
XL Specialty Insurance Co*
Zurich American Ins Co of IL*

Landlord
Federal Realty Investment Trust*
SDG Dadeland Associates, Inc.*
The Kroenke Group*

Top 30 Unsecured Creditors
ASHLEY FURNITURE INDUSTRIES*
MANHATTAN ASSOCIATES INC*

Employee Benefit Providers
Anthem
Anthem Blue Cross And Blue Shield
Carelonrx Through Anthem
Cigna
Express Scripts
Fidelity*
MetLife*
Prudential*

Shippers & Distribution Centers
Coyote Logistics LLC*
Forward Air Corporation
JB Hunt Transport Inc*
Schneider National Carriers

¹ Potential Parties in Interest that are marked with an asterisk are related to closed matters.