

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

AMERICAN SIGNATURE, INC., *et al.*,<sup>1</sup>

Debtors.

) Chapter 11

) Case No. 25-12105 (JKS)

) (Jointly Administered)

)  
Hearing Date: January 7, 2026 at 11:00 a.m. (ET)  
Objection Deadline: December 31, 2025 at 4:00 p.m. (ET)

DEBTORS' APPLICATION FOR AUTHORIZATION TO  
EMPLOY AND RETAIN PACHULSKI STANG ZIEHL & JONES LLP AS  
COUNSEL FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state as follows in support of this application (the "Application"):<sup>2</sup>

**Relief Requested**

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"), pursuant to section 327(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), authorizing the Debtors to employ and retain Pachulski Stang Ziehl & Jones LLP ("PSZ&J" or the "Firm") as counsel for the Debtors, effective as of the Petition Date (as defined below). In support of the Application, the Debtors rely

<sup>1</sup> 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.

<sup>2</sup> A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth 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]. Capitalized terms used but not otherwise defined in this Motion have the meanings ascribed to them in the First Day Declaration.



on: (i) the *Statement Under Rule 2016 of the Federal Rules of Bankruptcy Procedure*, attached hereto as **Exhibit B** (the “Rule 2016 Statement”); (ii) the *Declaration of Laura Davis Jones in Support of Debtors’ Application for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtors Effective as of the Petition Date*, attached hereto as **Exhibit C** (the “Jones Declaration”); and (iii) the *Declaration of Rudolph Morando in Support of Debtors’ Application for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtors Effective as of the Petition Date*, attached hereto as **Exhibit D** (the “Morando Declaration”), all of which are submitted concurrently with this Application.

### **Jurisdiction and Venue**

2. 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 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. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent pursuant to Local Rule 9013-1(f) to the entry of a final order by the Court in connection with this Application 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.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1. Compensation will be in accordance with sections 330 and 331 of the Bankruptcy Code.

### **Background**

5. 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. On November 25, 2025, the Court entered an order [Docket No. 72] authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. On December 4, 2025, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured creditors [Docket No. 119] (the “Committee”). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

6. Debtor American Signature, Inc., together with its subsidiaries (“ASI” or the “Company”) is a residential furniture company operating across its Value City Furniture (“VCF”) and American Signature Furniture (“ASF”) brands and serving as a furniture destination consumers can rely on for style, quality, and value. Headquartered in Columbus, Ohio, the Company operates more than 120 stores across 17 states, with the largest concentrations in Ohio (20), Michigan (16), and Illinois (11). The Company employs approximately 3,000 team members.

#### **PSZ&J’s Qualifications**

7. The Debtors seek to retain PSZ&J as counsel because of the Firm’s extensive experience and knowledge in the field of debtors’ and creditors’ rights and business reorganizations under chapter 11 of the Bankruptcy Code. In preparing for their representation of the Debtors in these chapter 11 cases, PSZ&J has become familiar with the Debtors’ affairs and many of the potential legal issues that may arise in the context of these chapter 11 cases.

8. The professional services that PSZ&J will provide include, but shall not be limited to:<sup>3</sup>

- a. assist, advise, and represent the Debtors in their consultations with estate constituents regarding the administration of these chapter 11 cases;
- b. assist, advise, and represent the Debtors in any manner relevant to the Debtors' financing needs, asset dispositions, leases, and other contractual obligations;
- c. assist, advise, and represent the Debtors in any issues associated with the assets, liabilities, and financial condition of the Debtors;
- d. assist, advise, and represent the Debtors in the negotiation, formulation, and drafting of any chapter 11 plan and disclosure statement
- e. assist, advise, and represent the Debtors in the performance of their duties and the exercise of their powers under the Bankruptcy Code, the Bankruptcy Rules, and any applicable local rules and guidelines; and
- f. provide such other necessary advice and services as the Debtors may require in connection with these chapter 11 cases.

9. Subject to Court approval in accordance with section 330(a) of the Bankruptcy Code, compensation will be payable to PSZ&J on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by PSZ&J. The current standard hourly rates of the attorneys and paralegals of PSZ&J are as follows:

- |    |            |                                   |
|----|------------|-----------------------------------|
| a. | Partners   | \$1,150.00 to \$2,350.00 per hour |
| b. | Counsel    | \$1,050.00 to \$1,850.00 per hour |
| c. | Associates | \$725.00 to \$1,225.00 per hour   |
| d. | Paralegals | \$595.00 to \$650.00 per hour     |

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<sup>3</sup> Further information regarding PSZ&J's compliance with the *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under United States Code by Attorneys in Larger Chapter 11 Cases* is set forth in the Jones Declaration.

10. The hourly rates set forth above are PSZ&J's standard hourly rates for work of this nature. These rates are set at a level designed to compensate PSZ&J fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses, and the rates are subject to periodic adjustments necessitated by market and other conditions. Beyond the rates listed above, it is PSZ&J's policy to charge for all other expenses incurred in connection with its clients' cases. These expenses include, among other things, costs related to messenger services, secretarial overtime, computerized legal research, filing fees, court fees, service costs, expert witnesses, records procurement, deposition fees and charges, costs of trial, telecopy charges, postage and photocopying. PSZ&J will charge the Debtors for these expenses in a manner and at rates consistent with those charged to other PSZ&J clients and the rules and requirements of the Court. PSZ&J believes that it is fairer to charge these expenses to the clients incurring them than to increase its hourly rates and spread the expenses among all clients.

11. The services of PSZ&J will complement and not duplicate the services rendered by any other professional retained in these chapter 11 cases. PSZ&J understands that the Debtors have retained and may retain additional professionals during the term of the engagement and agrees to work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. PSZ&J is providing distinct and specific legal services, and such services are not expected to duplicate those to be provided by any other consultants, legal advisors, or financial advisor.

12. To the best of the Debtors' knowledge, except as otherwise disclosed in the Jones Declaration submitted concurrently herewith, PSZ&J has not represented the Debtors, their creditors, equity security holders, or any other parties in interest, or their respective attorneys, in any matter relating to the Debtors or their estates. Further, to the best of the Debtors' knowledge,

PSZ&J does not hold or represent any interest adverse to the Debtors' estates, PSZ&J is a "disinterested person" as that phrase is defined in section 101(14) of the Bankruptcy Code, and PSZ&J's employment is necessary and in the best interests of the Debtors and their estates.

13. PSZ&J has received payments from the Debtors during the year prior to the Petition Date in the amount of \$1,475,000.00 in connection with its prepetition representation of the Debtors. PSZ&J is current as of the Petition Date but has not yet completed a final reconciliation of its prepetition fees and expenses. Upon final reconciliation of the amount expended prepetition, any balance remaining from the prepetition payments to PSZ&J will be credited to the Debtors and used as PSZ&J's retainer to apply to postpetition fees and expenses pursuant to the compensation procedures approved by the Court in accordance with the Bankruptcy Code.

14. The Debtors understand that PSZ&J hereafter intends to apply to the Court for allowances of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and orders of the Court for all services performed and expenses incurred after the Petition Date.

15. The Debtors, subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and further orders of the Court, propose to pay PSZ&J its customary hourly rates for services rendered that are in effect from time to time, as set forth above and in the Jones Declaration, and to reimburse PSZ&J according to its customary reimbursement policies, and the Debtors submit that such rates are reasonable.

#### **Notice**

16. The Debtors will provide notice of this Application to: (a) the Office of the United States Trustee; (b) counsel to the Committee; (c) the office of the attorney general for each of the states in which the Debtors operate; (d) the 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.

**No Prior Request**

17. No prior request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: December 17, 2025

Respectfully submitted,

American Signature, Inc., *et al.*,  
Debtors and Debtors in Possession

/s/ Rudolph Morando

Rudolph Morando  
Co-Chief Restructuring Officer

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

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In re:

AMERICAN SIGNATURE, INC., *et al.*,<sup>1</sup>

Debtors.

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)  
) Chapter 11  
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) Case No. 25-12105 (JKS)  
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) (Jointly Administered)  
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Hearing Date: January 7, 2026 at 10:00 a.m. (ET)  
Objection Deadline: December 31, 2025 at 4:00 p.m. (ET)

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**NOTICE OF DEBTORS' APPLICATION FOR AUTHORIZATION  
TO EMPLOY AND RETAIN PACHULSKI STANG ZIEHL & JONES LLP  
AS COUNSEL FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

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**PLEASE TAKE NOTICE** that, on December 17, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Application for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtors Effective as of the Petition Date* (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that any responses to the Application 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 31, 2025.**

**PLEASE TAKE FURTHER NOTICE** that at the same time, you must also serve a copy of the response or objection upon: (i) proposed counsel to the Debtors: Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899-8705 (Courier 19801),

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<sup>1</sup> 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.

Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and David M. Bertenthal, Esq. (dbertenthal@pszjlaw.com); (ii) proposed counsel to the Conflicts Committee: (a) Goodwin Procter LLP, 620 Eighth Avenue, New York, NY 10018, Attn: Kizzy L. Jarashow, Esq. (kjarashow@goodwinlaw.com) and Stacy Dasaro, Esq. (sdasaro@goodwinlaw.com) and (b) Potter Anderson & Corroon LLP, 1313 North Market Street, 6th Floor, Wilmington, DE 19801, Attn: L. Katherine Good, Esq. (kgood@potteranderson.com); (iii) counsel to the DIP Agent and Prepetition ABL Agent: (a) Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (jventola@choate.com), Jonathan D. Marshall, Esq. (jmarshall@choate.com), and Lucas B. Barrett, Esq. (lbarrett@choate.com) and (b) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: Daniel J. DeFranceschi, Esq. (defranceschi@rlf.com), John H. Knight, Esq. (knight@rlf.com), and Matthew P. Milana, Esq. (milana@rlf.com); (iv) counsel to the Prepetition Term Loan Agent: (a) Goldberg Kohn, 55 East Monroe Street, Chicago, IL 60603-5792, Attn: Randall L. Klein, Esq. (randall.klein@goldbergkohn.com) and Zachary J. Garrett, Esq. (zachary.garrett@goldbergkohn.com) and (b) Blank Rome LLP, 1201 North Market Street, Suite 800, Wilmington, DE 19801, Attn: Stanley B. Tarr, Esq. (stanley.tarr@blankrome.com); (v) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Malcolm M. Bates, Esq. (malcolm.m.bates@usdoj.gov); and (vi) counsel to the Official Committee of Unsecured Creditors: (a) Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007, Attn: Jason Adams (jadams@kelleydrye.com) (b) and Cole Schotz P.C., 500 Delaware Avenue, Suite 200, Wilmington, DE 19801, Attn: Justin Alberto (jalberto@coleschotz.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 7, 2026 AT 11:00 A.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 APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: December 17, 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](mailto:ljones@pszjlaw.com)

[dbertenthal@pszjlaw.com](mailto: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., <i>et al.</i> , <sup>1</sup>  Debtors.	) ) ) ) ) )	Chapter 11  Case No. 25-12105 (JKS)  (Jointly Administered) <b>Ref. Docket No. _____</b>
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**ORDER AUTHORIZING THE EMPLOYMENT  
AND RETENTION OF PACHULSKI STANG ZIEHL & JONES LLP AS  
COUNSEL FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

Upon consideration of the application (the “Application”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) seeking authorization to employ and retain Pachulski Stang Ziehl & Jones LLP (“PSZ&J” or the “Firm”) as counsel for the Debtors; and upon: (i) the Rule 2016 Statement; (ii) the Jones Declaration; and (iii) the Morando Declaration, which were submitted concurrently with the Application; and the Court being satisfied, based on the representations made in the Application, the Rule 2016 Statement, the Jones Declaration, and the Morando Declaration, that PSZ&J does not represent or hold any interest adverse to the Debtors or the Debtors’ estates with respect to the matters upon which it is to be engaged, that PSZ&J is disinterested as that term is defined under section 101(14) of the Bankruptcy Code, and as modified by section 1107(b) of the Bankruptcy Code, and that the employment of PSZ&J is necessary and in the best interests of the Debtors and the Debtors’ estates; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334,

<sup>1</sup> 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.

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

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 the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate and no other notice need be provided; and the Court having reviewed the Application; and after due deliberation and good and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Application is GRANTED as set forth herein.
2. Pursuant to section 327(a) of the Bankruptcy Code, the Debtors are authorized to employ and retain PSZ&J as counsel, effective as of the Petition Date, on the terms set forth in the Application, the Rule 2016 Statement, the Jones Declaration, and the Morando Declaration.
3. PSZ&J shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. PSZ&J shall make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*, both in connection with this Application and any interim and final fee applications to be filed by PSZ&J in these chapter 11 cases.

4. The Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order.

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

**Exhibit B**

**Rule 2016 Statement**

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

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In re:

AMERICAN SIGNATURE, INC., *et al.*,<sup>1</sup>

Debtors.

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Chapter 11

Case No. 25-12105 (JKS)

(Jointly Administered)

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**STATEMENT UNDER RULE 2016 OF THE  
FEDERAL RULES OF BANKRUPTCY PROCEDURE**

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Pachulski Stang Ziehl & Jones LLP (“PSZ&J”), pursuant to Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and section 329 of title 11 of the United States Code (the “Bankruptcy Code”), states that the undersigned is proposed counsel to the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in these chapter 11 cases. PSZ&J further states:<sup>2</sup>

1. The Debtors have agreed to pay PSZ&J for the legal services that have been or will be rendered by its various attorneys, paralegals, and case management assistants in connection with these chapter 11 cases on the Debtors’ behalf. The Debtors have also agreed to reimburse PSZ&J for its actual and necessary expenses incurred in connection with these chapter 11 cases. PSZ&J has received payments from the Debtors during the year prior to the Petition Date in the amount of \$1,475,000.00 in connection with the preparation of initial documents and its prepetition

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Debtors’ Application for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtors Effective as of the Petition Date* (the “Application”).

representation of the Debtors. PSZ&J is current as of the Petition Date but has not yet completed a final reconciliation as of the Petition Date. Upon final reconciliation of the amount actually expended prepetition, any balance remaining from the payments to PSZ&J will be credited to the Debtors and used as PSZ&J's retainer to apply to postpetition fees and expenses pursuant to the compensation procedures approved by the Court.

2. PSZ&J will seek approval for payment of compensation by filing the appropriate applications for allowance of final compensation pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and orders of the Court. The filing fees for the Debtors have been paid in full.

3. The services to be rendered include all those services set forth in the Application, submitted concurrently herewith.

4. PSZ&J further states that it has neither shared nor agreed to share: (a) any compensation it has received or may receive with another party or person, other than with the partners, of counsel, and associates of PSZ&J; or (b) any compensation that another person or party has received or may have received.

Dated: December 17, 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

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Email: [ljones@pszjlaw.com](mailto:ljones@pszjlaw.com)

[dbertenthal@pszjlaw.com](mailto:dbertenthal@pszjlaw.com)

*Proposed Counsel for the  
Debtors and Debtors in Possession*

**Exhibit C**

**Jones Declaration**

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

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In re:

AMERICAN SIGNATURE, INC., *et al.*,<sup>1</sup>

Debtors.

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) Chapter 11

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) Case No. 25-12105 (JKS)

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) (Jointly Administered)

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**DECLARATION OF LAURA DAVIS JONES  
IN SUPPORT OF DEBTORS' APPLICATION FOR AUTHORIZATION  
TO EMPLOY AND RETAIN PACHULSKI STANG ZIEHL & JONES LLP  
AS COUNSEL FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

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I, LAURA DAVIS JONES, ESQUIRE, declare under penalty of perjury as follows:

1. I am a partner in the law firm of Pachulski Stang Ziehl & Jones LLP ("PSZ&J" or the "Firm"), located at 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, and I have been duly admitted to practice law in the State of Delaware, the United States District Court for the District of Delaware, the United States Court of Appeals for the Third Circuit, and the United States Supreme Court. This Declaration is submitted in support of the *Debtors' Application for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtors Effective as of the Petition Date* (the "Application"), which is being submitted concurrently herewith.<sup>2</sup>

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<sup>1</sup> 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.

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

2. Neither I, the Firm, nor any partner, of counsel, or associate thereof, insofar as I have been able to ascertain, has any connection with the Debtors, the Debtors' creditors, or any other parties in interest herein, or their respective attorneys, except as set forth below.

3. The Debtors have and will retain various professionals during the pendency of these chapter 11 cases, including Berkeley Research Group as financial advisor, SSG Advisors, LLC as investment banker, A&G Realty Partners, LLC as real estate consultant and advisor, and Kurtzman Carson Consultants, LLC dba Verita Global as claims and noticing agent. The Debtors may retain other professionals after the date hereof. PSZ&J has previously worked with, and will continue to work with, these referenced professionals on various representations, at times representing the same parties and at other times representing parties with similar interests or parties with adverse interests.

4. PSZ&J represents many committees whose members may be creditors in these chapter 11 cases. However, PSZ&J is not representing any of those entities in these chapter 11 cases and will not represent any members of the committees it currently represents in any claims that they may have collectively or individually against the Debtors.

5. PSZ&J was engaged prior to the Petition Date to represent the Debtors. At the time of its engagement, PSZ&J began a full and thorough conflict review of potential parties in interest in these chapter 11 cases (the "Potential Parties in Interest"). A list of the Potential Parties in Interest is attached hereto as **Schedule 1**.

6. The Firm maintains an electronic client database of current and former clients to permit the electronic searching of all potential parties in interest in new cases for connections to the Firm's clients. The Firm searched this client database to determine whether it had any

relationships with the Potential Parties in Interest listed on **Schedule 1**. There are no connections to disclose other than as follows:

- a. The Firm served as counsel to the Official Committee of Unsecured Creditors (the “Ascena Committee”) in the case of Ascena Retail Group, Inc. (“Ascena”), Case No. 20-33113, filed on July 23, 2020 in the United States Bankruptcy Court for the Eastern District of Virginia. Upon information and belief, Schottenstein Property Group, an affiliate of the Debtors, was a landlord in the Ascena cases. The Firm’s representation of the Ascena Committee is wholly unrelated to the Debtors’ chapter 11 cases.
- b. The Firm served as counsel to the Official Committee of Unsecured Creditors (the “Joann Committee”) in the case of JOANN Inc. (“Joann”), Case No. 25-10068, filed on January 15, 2025 in this Court. Upon information and belief, Schottenstein Property Group, an affiliate of the Debtors, was a landlord in the Joann cases. Upon further information and belief, Schottenstein Realty LLC, an affiliate of the Debtors, was a vendor in the Joann cases. The Firm’s representation of the Joann Committee is wholly unrelated to the Debtors’ chapter 11 cases.
- c. Upon information and belief, Prudential Insurance is an employee benefit provider to the Debtors. The Firm represented an ad hoc group of lenders to Elevate Group beginning in 2023. The Firm also represented an ad hoc group of lenders to Phoenix Services beginning in 2022. PGIM Inc. a/k/a Prudential was an affiliate to both of those ad hoc groups. These representations are wholly unrelated to the Debtors’ chapter 11 cases. The Firm will not represent Prudential Insurance or any of its affiliates in the Debtors’ chapter 11 cases.

7. To the best of my knowledge, and except as otherwise set forth herein, PSZ&J:

- a. is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code;
- b. does not hold or represent any interest adverse to the Debtors’ estates; and
- c. does not have any connection with any of the Debtors, their affiliates, their creditors, or any other party in interest, or their respective attorneys and professionals, the U.S. Trustee, or any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the District of Delaware or any person employed in the office of the same.

8. PSZ&J also solicited information regarding possible connections to the Debtors by firm-wide email and has determined that, except as otherwise set forth herein:

- a. Neither PSZ&J nor any attorney at PSZ&J holds or represents an interest adverse to the Debtors’ estates;
- b. Neither PSZ&J nor any attorney at PSZ&J is or was a creditor or an insider of the Debtors, except that PSZ&J previously has rendered legal services to the Debtors for which it has been compensated as disclosed in the Application;
- c. Neither PSZ&J nor any attorney at PSZ&J is or was, within two (2) years before the Petition Date, a director, officer, or employee of the Debtors; and
- d. PSZ&J does not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of holding debt or equity securities of the Debtors, or any other direct or indirect relationship to, connection with, or interest in the Debtors specified in the foregoing paragraphs, or for any other reason.

9. PSZ&J has instituted and will continue to engage in further inquiries regarding the Debtors’ constituencies and parties in interest through further inquiries of its partners, counsel, and associates with respect to the matters contained herein. PSZ&J will promptly file a supplemental declaration should the results of these inquiries reveal material facts not disclosed herein.

10. Bankruptcy Rule 2014 requires that an application for employment under section 327 of the Bankruptcy Code disclose all connections with the Debtors, the Debtors’ estates, the professionals, and the Office of the U.S. Trustee. PSZ&J and certain of its partners, of counsel,

and associates may have in the past represented, and may currently represent and likely in the future will represent, creditors of the Debtors in connection with matters unrelated to the Debtors and these chapter 11 cases. At this time, PSZ&J is not aware of any other adverse interest or other connection with the Debtors, their creditors, the Court, the U.S. Trustee, or any party in interest herein in the matters upon which PSZ&J is to be retained, except as otherwise disclosed herein. However, PSZ&J will be in a better position to identify with specificity any such persons or entities when lists of all creditors of the Debtors have been reviewed, and PSZ&J will make any further disclosures as may be appropriate at that time.

11. In view of the foregoing, I believe that PSZ&J is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

12. PSZ&J has received payments from the Debtors during the year prior to the Petition Date in the amount of \$1,475,000.00 in connection with the preparation of initial documents and the prepetition representation of the Debtors. PSZ&J is current as of the Petition Date but has not yet completed a final reconciliation as of the Petition Date. Upon final reconciliation of the amount actually expended prepetition, any balance remaining from the payments to PSZ&J will be credited to the Debtors and used as PSZ&J’s retainer to apply to postpetition fees and expenses pursuant to the compensation procedures approved by the Court.

13. PSZ&J intends to apply for compensation for professional services rendered in connection with these chapter 11 cases, subject to Court approval and in compliance with applicable provisions of the Bankruptcy Code, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by PSZ&J. The current standard hourly rates of the attorneys and paralegals of PSZ&J are as follows:

- a. Partners \$1,150.00 to \$2,350.00 per hour
- b. Counsel \$1,050.00 to \$1,850.00 per hour
- c. Associates \$725.00 to \$1,225.00 per hour
- d. Paralegals \$595.00 to \$650.00 per hour

14. Other attorneys and paralegals may from time to time serve the Debtors in connection with the matters described herein.

15. The hourly rates set forth above are the Firm's standard hourly rates for work of this nature and are subject to periodic adjustment. These rates are set at a level designed to compensate the Firm fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the clients' cases. The expenses charged to clients include, among other things, costs related to messenger services, secretarial overtime, computerized legal research, filing fees, court fees, service costs, expert witnesses, records procurement, deposition fees and charges, costs of trial, telecopy charges, postage and photocopying. The Firm will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients and in compliance with the rules of this Court. The Firm believes that it is fairer to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients.

16. Pursuant to the *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under United States Code by Attorneys in Larger Chapter 11 Cases* (the "2013 UST Guidelines"), the Firm makes certain disclosures herein.

17. Pursuant to Part D1 of the 2013 UST Guidelines, PSZ&J is seeking employment as counsel for the Debtors under section 327 of the Bankruptcy Code, and it hereby provides the following responses set forth below:

<b>Questions required by Part D1 of 2013 UST Guidelines</b>	<b>Answer</b>	<b>Further Explanation</b>
Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?	No.	N/A
Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?	No.	N/A
If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and reasons for the difference.	<p>PSZ&amp;J represented the client during the 12-month period prepetition. The material financial terms for the prepetition engagement remained the same, as the engagement was hourly-based subject to economic adjustment.</p> <p>The billing rates and material financial terms for the postpetition period remain the same as the prepetition period subject to an annual economic adjustment. The standard hourly rates of PSZ&amp;J are subject to periodic adjustment in accordance with the Firm's practice.</p>	None.

Has your client approved your respective budget and staffing plan, and, if so, for what budget period?	The Debtors and PSZ&J expect to develop a prospective budget and staffing plan to comply with the U.S. Trustee's requests for information and additional disclosures, recognizing that in the course of these large chapter 11 cases there may be unforeseeable fees and expenses that will need to be addressed by the Debtors and PSZ&J.	In accordance with the 2013 UST Guidelines, the budget may be amended as necessary to reflect changed circumstances or unanticipated developments.
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18. No promises have been received by the Firm or by any partner, of counsel, or associate thereof as to compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code. The Firm has no agreement with any other entity to share with such entity any compensation received by the Firm in connection with these chapter 11 cases, except among the partners, of counsel, and associates of the Firm.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: December 17, 2025

/s/ Laura Davis Jones

Laura Davis Jones

**Schedule 1**

**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  
Jeffry 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

**Exhibit D**

**Morando Declaration**

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

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In re:

AMERICAN SIGNATURE, INC., *et al.*,<sup>1</sup>

Debtors.

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Chapter 11

Case No. 25-12105 (JKS)

(Jointly Administered)

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**DECLARATION OF RUDOLPH MORANDO  
IN SUPPORT OF DEBTORS' APPLICATION FOR AUTHORIZATION  
TO EMPLOY AND RETAIN PACHULSKI STANG ZIEHL & JONES LLP  
AS COUNSEL FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

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I, Rudolph Morando, hereby declare under penalty of perjury:

1. I am a Managing Director with Berkeley Research Group, LLC and the co-Chief Restructuring Officer of American Signature, Inc., an Ohio corporation (together with its affiliated debtors and debtors in possession, the "Debtors"). In my capacity, I am familiar with all aspects of the Debtors' decision to employ and retain Pachulski Stang Ziehl & Jones LLP ("PSZ&J" or the "Firm") as counsel with respect to these chapter 11 cases. I submit this Declaration in support of the *Debtors' Application for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtors Effective as of the Petition Date* (the "Application").<sup>2</sup> Except as otherwise noted, I have personal knowledge of the matters set forth herein.

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<sup>1</sup> 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.

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

**The Debtors' Selection of PSZ&J as Counsel**

2. The Debtors have selected PSZ&J to serve as counsel. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

3. To that end, the review process used by the Debtors here assessed potential counsel based on their expertise with the relevant legal issues and in similar proceedings. Using this review process, the Debtors selected PSZ&J to serve as counsel, particularly given PSZ&J's experience in prior chapter 11 cases in this Court.

4. Ultimately, the Debtors retained PSZ&J because of its extensive experience in corporate reorganizations, both out of court and under chapter 11 of the Bankruptcy Code. Thus, I believe that PSZ&J is well-qualified to represent the Debtors in these chapter 11 cases as counsel in an efficient and timely manner.

**Rate Structure**

5. I am responsible for supervising expenditures to outside counsel retained by the Debtors in the ordinary course of business. PSZ&J has informed the Debtors that its rates are consistent between bankruptcy representations, including related transactional and litigation services. PSZ&J has informed the Debtors that its current hourly rates apply to non-bankruptcy services, if any, provided by the Firm, unless a contingent fee, mixed contingent fee, flat fee, or blended rate arrangement is agreed upon. PSZ&J has also informed the Debtors that the Firm does not maintain separate departments devoted to other legal practices different from the bankruptcy and insolvency areas, and thus the Firm does not have different billing rates and terms for non-bankruptcy engagements that can be compared to the billing rates and terms for the Debtors'

engagement of PSZ&J. As discussed below, I am also responsible for reviewing the invoices regularly submitted by PSZ&J and can confirm that the rates PSZ&J charged the Debtors in the prepetition period are the same as the rates PSZ&J charged the Debtors in the postpetition period. PSZ&J has informed the Debtors that the Firm's standard hourly rates are subject to periodic adjustment in accordance with the Firm's practice.

#### **Cost Supervision**

6. The Debtors and PSZ&J expect to develop a prospective budget and staffing plan for the postpetition period, recognizing that in the course of these large chapter 11 cases there may be unforeseeable fees and expenses that will need to be addressed by the Debtors and PSZ&J. The Debtors recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure that the fees and expenses paid by the Debtors' estates remain consistent with the Debtors' expectations and the exigencies of the chapter 11 cases. The Debtors will continue to review in a timely fashion the invoices that PSZ&J regularly submits, and, together with PSZ&J, periodically amend the budget and staffing plans as the chapter 11 cases develop.

*[Remainder of Page Intentionally Left Blank]*

7. The Debtors will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, the budgets will provide guidance on the periods of time involved and the level of the attorneys and professionals that will work on various matters, as well as projections of average hourly rates for the attorneys and professionals for various matters.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: December 17, 2025

Respectfully submitted,

/s/ Rudolph Morando

Rudolph Morando  
Co-Chief Restructuring Officer  
American Signature, Inc.