

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  
KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS  
ADMINISTRATIVE ADVISOR 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"): (a) authorizing the Debtors to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as administrative advisor (the "Administrative Advisor") in these chapter 11 cases effective as of the Petition Date (as defined below); and (b) granting related relief. In support of this Application, the Debtors submit the *Declaration of Evan Gershbein in Support of the Debtors' Application to Employ and Retain Kurtzman Carson*

<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.



*Consultants, LLC dba Verita Global as Administrative Advisor Effective as of the Petition Date* (the “Gershbein Declaration”), attached hereto as **Exhibit B**.

### **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 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 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”).

### **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.

### **Verita’s Retention**

7. The terms of retention and employment of Verita are set forth in that certain services agreement (the “Services Agreement”), annexed as Exhibit 1 to **Exhibit A**, attached hereto. Pursuant to this application, the Debtors seek to retain Verita to provide, among other things, the following bankruptcy administrative services (collectively, the “Administrative Services”), if and to the extent the Debtors request:

- a. assisting with, among other things, the preparation of the Debtors’ schedules of assets and liabilities, schedules of executory contracts and unexpired leases and statements of financial affairs;
- b. assisting with, among other things, solicitation, balloting, tabulation and calculation of votes, as well as preparing any appropriate reports required in furtherance of confirmation of any chapter 11 plan;
- c. generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results for any chapter 11 plan(s) in the chapter 11 cases;
- d. generating, providing and assisting with claims objections, exhibits, claims reconciliation and related matters; and
- e. providing such other claims processing, noticing, solicitation, balloting and administrative services described in the Services Agreement, but not included in

the Section 156(c) Application,<sup>3</sup> as may be requested by the Debtors from time to time.

8. Verita has substantial experience providing the Administrative Services in numerous cases of comparable size, including several cases in this Court. *See, e.g., In re Fulcrum Bioenergy, Inc., et al.*, Case No. 24-12008 (TMH) (Bankr. D. Del. Oct. 15, 2024); *In re QLess, Inc.*, Case No. 24-11395 (BLS) (Bankr. D. Del. Aug. 19, 2024); *In re Fisker Inc., et al.*, Case No. 24-11390 (TMH) (Bankr. D. Del. Jul. 18, 2024); *In re Supply Source Enterprises, Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re Prosomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. Jun. 4, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. May 16, 2024); *In re SC Healthcare Holding, LLC et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Apr. 22, 2024); *In re Cano Health, Inc., et al.*, Case No. 24-10164 (KBO) (Bankr. D. Del. Mar. 5, 2024); *In re InVivo Therapeutics Corp., et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 22, 2024); *In re AN Global LLC, et al.*, Case No. 23-11294 (JKS) (Bankr. D. Del. Oct. 3, 2023); *In re Proterra Inc., et al.*, No. 23-11120 (BLS) (Bankr. D. Del. Sept. 5, 2023); *In re Lordstown Motors Corp., et al.*, No. 23-10831 (MFW) (Bankr. D. Del. July 25, 2023); *In re PGX Holdings, Inc., et al.*, No. 23-10718 (CTG) (Bankr. D. Del. July 19, 2023); *In re KDC Agribusiness LLC, et al.*, No. 23-10786 (CTG) (Bankr. D. Del. July 18, 2023); *In re Plastiq Inc., et al.*, No. 23-10671 (BLS) (Bankr. D. Del. June 19, 2023); *In re Structurlam Mass Timber U.S., Inc., et al.*, No. 23-10497 (CTG) (Bankr. D. Del. May 25, 2023); *In re Standayne LLC, et al.*, No. 23-10207 (TMH) (Bankr. D. Del. Mar. 29, 2023); *In re Starry Group Holdings, Inc., et al.*, No. 23-10219 (KBO) (Bankr. D. Del. Mar. 21, 2023); *In re Tricida, Inc.*, Case No. 23-10024 (JTD)

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<sup>3</sup> On November 23, 2025, the Debtors filed the *Debtors' Application for Authorization to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date*, seeking to retain Verita as the Debtors' claims and noticing agent pursuant to 28 U.S.C. § 156(c) (the "Section 156(c) Application") [Docket No. 4].

(Bankr. D. Del. Feb. 26, 2023); *In re Carestream Health, Inc., et al.*, Case No. 22-10778 (JKS) (Bankr. D. Del. Oct. 7, 2022); *In re First Guaranty Mortgage Corp. , et al.*, Case No. 22-1058 (CTG) (Bankr. D. Del. Jul. 28, 2022); *In re Zosano Pharma Corp.*, Case No. 22-10506 (JKS) (Bankr. D. Del. June 30, 2022); *In re Sequential Brands Group, Inc., et al.*, Case No. 21-11194 (JTD) (Bankr. D. Del. Oct. 4, 2021); *In re Alex and Ani, LLC, et al.*, Case No. 21-10746 (CTG) (Bankr. D. Del. Jun. 15, 2021); *In re TECT Aerospace Group Holdings, Inc., et al.*, Case No. 21-10670 (KBO) (Bankr. D. Del. May 5, 2021); *In re JetFleet Holding Corp. (f/k/a AeroCentury Corp.)*, Case No. 21-10637 (JTD) (Bankr. D. Del. Apr. 30, 2021); *In re Medley LLC*, Case No. 21-10525 (KBO) (Bankr. D. Del. Apr. 1, 2021); *In re Chaparral Energy, Inc.*, Case No. 20-11947 (MFW) (Bank. D. Del. Sep. 10, 2020).

9. The Debtors chose Verita to perform the Administrative Services because of Verita's experience, reputation, familiarity with the chapter 11 cases, and the competitiveness of its fees. The Debtors submit that using Verita to provide the Administrative Services has provided, and will continue to provide, the most cost-effective and efficient administration of the chapter 11 cases. Further, retaining Verita to perform the Administrative Services has allowed, and will continue to allow, the Debtors and their other professionals to focus on key aspects of the Debtors' restructuring efforts. Accordingly, the Debtors believe that Verita is qualified to provide the Administrative Services and that Verita's retention in such capacity is in the best interests of the Debtors' estates and creditors.

#### **Compensation and Disinterestedness**

10. The fees Verita will charge in connection with its services to the Debtors are set forth in the pricing schedule attached to the Services Agreement. The Debtors respectfully submit that Verita's rates are competitive and comparable to the rates Verita's competitors charge for similar services, and are reasonable given the quality of Verita's services and Verita's bankruptcy

expertise. Additionally, Verita will seek reimbursement from the Debtors for reasonable and documented expenses in accordance with the terms of the Services Agreement.

11. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of \$45,000. Verita seeks to first apply the retainer to all pre-petition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement.

12. Verita intends to apply to the Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with the services that it provides as the Administrative Advisor in the chapter 11 cases in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of the Court.

13. The Gershbein Declaration represents that, to the best of its knowledge, Verita is not connected with the Debtors, their creditors, the U.S. Trustee, or any person employed by the U.S. Trustee and that, to the best of Verita's knowledge, after due inquiry, Verita does not by reason of any direct or indirect relationship to, connection with or interest in the Debtors, hold or represent any interest materially adverse to the Debtors, their estates or any class of creditors or equity interest holders with respect to the matters upon which it is to be engaged. Further, Verita has performed a comprehensive conflict search in connection with the Section 156(c) Application. Based upon the Gershbein Declaration, Verita is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code.

#### **Indemnification**

14. As part of the overall compensation payable to Verita under the terms of the Services Agreement, the Debtors have agreed to certain indemnification and contribution

obligations as set forth in the Services Agreement, to the extent permitted by applicable law and as modified in the proposed Order.

15. The terms of the Services Agreement and indemnification provisions included therein were negotiated at arm's-length between the Debtors and Verita, and the Debtors respectfully submit that these provisions of the Services Agreement are reasonable and in the best interests of the Debtors, their estates, and their creditors. Moreover, consistent with the practice in this jurisdiction, the Debtors request, and Verita has agreed, that the Court approve the indemnification provisions reflected in the Services Agreement subject to the modifications set forth in the proposed Order. The Debtors believe that the proposed modifications to the indemnification provisions of the Services Agreement are appropriate under the circumstances, consistent with recent orders entered in this jurisdiction and, therefore, should be approved.

### **Basis for Relief**

#### **I. Retention and Employment of Verita as the Administrative Advisor is Permitted**

16. The Debtors seek approval of the employment and retention of Verita as Administrative Advisor pursuant to sections 327(a) and 328(a) of the Bankruptcy Code. Section 327(a) provides that a debtor “may employ one or more . . . professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist” the debtor in carrying out its duties. 11 U.S.C. § 327(a).

17. In addition, section 328(a) of the Bankruptcy Code provides, in relevant part, that debtors “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

18. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

19. Additionally, Local Rule 2014-1 requires an entity seeking approval of employment under section 327(a) of the Bankruptcy Code to file a motion, supporting affidavit and proposed order, all of which have been satisfied by this Application, the Gershbein Declaration, and the proposed Order. Further, in accordance with Local Rule 2014-1, Verita acknowledges its continuing duty to supplement the Gershbein Declaration with additional material information relating to the employment of Verita, if necessary.

20. In light of the size and complexity of the chapter 11 cases, the Debtors respectfully submit that employing and retaining Verita pursuant to the terms of the Services Agreement, as modified by the proposed Order, is necessary and in the best interests of the Debtors' estates and all parties in interest. The Debtors also believe that the terms and conditions of the Services Agreement, as modified by the proposed Order are reasonable, and have been previously approved by the Court in the Section 156(c) Application. Further, Verita will comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other procedures or orders of the Court.

## **II. Relief Effective as of the Petition Date is Appropriate**

21. Pursuant to the Debtors' request, Verita has agreed to serve as Administrative Advisor on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention effective as of the Petition Date, so that Verita may be compensated for

its pre-Application services. The Debtors believe that no party in interest will be prejudiced by the granting of employment as of the Petition Date, as provided in this Application, because Verita has provided and continues to provide valuable services to the Debtors' estates in the interim period. The Local Rules empower courts in this district to approve employment effective as of the Petition Date, and the Debtors submit that such approval is justified here. *See, e.g.*, Local Rule 2014-1(b) ("If the retention application is granted, the retention shall be effective as of the date the application was filed, unless the Court orders otherwise."). Further, courts in this district have routinely approved employment effective as of the Petition Date similar to that requested herein in matters comparable to this matter.

22. Accordingly, to help manage administrative tasks with respect to the numerous notice parties that are expected to be involved in the chapter 11 cases, and the complexity of such cases, the Debtors respectfully request entry of an order authorizing the Debtors to employ and retain Verita as Administrative Advisor effective as of the Petition Date.

#### **Request for Waiver of Bankruptcy Rule 6004(h)**

23. Under Bankruptcy Rule 6004(h), "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed R. Bankr. P. 6004(h). As set forth above, the continued retention of Verita, particularly in the early stage of these chapter 11 cases, is essential to ensuring the effective management of these chapter 11 cases and the preservation of the value of the Debtors' estates. Thus, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h).

#### **Notice**

24. 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**

25. 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  
)

) Case No. 25-12105 (JKS)  
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) (Jointly Administered)  
)

Hearing Date: January 7, 2026 at 11:00 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 KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS  
ADMINISTRATIVE ADVISOR 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 Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor 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

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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 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 DEBTORS TO EMPLOY AND RETAIN  
KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS  
ADMINISTRATIVE ADVISOR 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”) for entry of an order (this “Order”) for authority to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”) as its Administrative Advisor in the Debtors’ chapter 11 cases, effective as of the Petition Date, as more fully described in the Application; and upon consideration of the Gershbein 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 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;

<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.

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. The Debtors are authorized under section 327(a) of the Bankruptcy Code to employ and retain Verita as their Administrative Advisor in accordance with the terms set forth in the Application and the Services Agreement effective as of the Petition Date. Notwithstanding the terms of the Services Agreement, attached hereto as Exhibit 1, the Application is approved solely as set forth in this Order.
3. Verita is authorized to perform the Administrative Services described in the Application and set forth in the Application and the Services Agreement, and to take such other action to comply with all duties set forth in the Application and the Services Agreement.
4. In addition to the services set forth in the Application and the Services Agreement, Verita is authorized to provide other bankruptcy administration services as the Debtors and the Clerk of the Court may request from time to time.
5. Verita shall apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders entered in the chapter 11 cases regarding professional compensation and reimbursement of expenses.
6. Verita seeks to first apply its retainer to all pre-petition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer

under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement.

7. The Debtors shall indemnify Verita under the terms of the Services Agreement, as modified pursuant to this Order.

8. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

9. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any losses, claims, damages, judgments, liabilities or expense that are either: (a) judicially determined (the determination having become final) to have arisen from Verita's gross negligence, willful misconduct, or fraud; (b) for a contractual dispute in which the Debtors allege the breach of Verita's contractual obligations, if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *United Artists Theatre Co. v. Walton (In re United Artists Theatre Co.)*, 315 F.3d 217 (3d Cir. 2003); or (c) settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which Verita should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified by this Order.

10. Before the earlier of: (a) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (b) the entry of an order closing these chapter 11 cases, should Verita believe that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution,

or reimbursement obligations under the Services Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, Verita must file an application in this Court, and the Debtors may not pay any such amounts to Verita before the entry of an order by this Court approving such application and the payment requested therein. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution or reimbursement.

11. In the event of any inconsistency between the Services Agreement, the Application, and this Order, the terms of this Order shall govern.

12. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

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

**Exhibit 1**

**Services Agreement**

## VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 18 day of November 2025, between American Signature, Inc. (together with its affiliates and subsidiaries, the “Company”),<sup>1</sup> and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Terms and Conditions

#### I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “Verita Fee Structure”).

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

#### II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita’s prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

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<sup>1</sup> The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.

## VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, that if any such increase exceeds 15%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$45,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing,

## VERITA AGREEMENT FOR SERVICES

Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

### III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita’s performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by Verita under this Agreement.

### IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

### V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days’ written notice to the other party, release the required information.

### VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days’ written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term “Cause” means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company’s reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to

## VERITA AGREEMENT FOR SERVICES

maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

### VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

### VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

### IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with

## VERITA AGREEMENT FOR SERVICES

respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

### X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

### XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

## VERITA AGREEMENT FOR SERVICES

### XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

KCC/Verita Global, LLC  
222 N. Pacific Coast Highway, 3rd Floor  
El Segundo, CA 90245  
Attn: Drake D. Foster  
Tel: (310) 823-9000  
Fax: (310) 823-9133  
E-Mail: [dfoster@veritaglobal.com](mailto:dfoster@veritaglobal.com)

American Signature, Inc.  
Address  
City, ST Zip  
Attn:  
Tel:  
Fax:

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

### XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

### XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

### XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

### XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.



## VERITA AGREEMENT FOR SERVICES

### XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

DocuSigned by:

*Evan J. Gershbein*

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BY: Evan Gershbein

DATE:

TITLE: EVP, Corporate Restructuring Services

19-Nov-2025 | 8:51:01 PM EST

American Signature, Inc.

*Rudy Moncada*

BY:

DATE:

TITLE: Co-Chief Restructuring Officer

11/19/25

**Exhibit B**

**Gershbein 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 EVAN GERSHBEIN IN SUPPORT  
OF DEBTORS' APPLICATION FOR AUTHORIZATION TO  
EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS LLC  
AS ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

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I, Evan Gershbein, declare under penalty of perjury as follows:

1. I am an Executive Vice President of Corporate Restructuring Services for Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), whose offices are located at 222 N. Pacific Coast Highway, 3<sup>rd</sup> Floor, El Segundo, California 90245. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration (this "Declaration") is made in support of the *Debtors' Application for Authorization to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor Agent Effective as of the Petition Date* (the "Application").<sup>2</sup>

3. This Declaration incorporates the *Declaration of Evan Gershbein in Support of Debtors' Application for Authorization to Employ and Retain Kurtzman Carson Consultants, LLC*

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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.

*dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* attached as Exhibit B to the Section 156(c) Application [Docket No. 4-2].

4. As Administrative Advisor, Verita will perform the Administrative Services specified in the Application and the Services Agreement.

5. Verita is one of the country's leading chapter 11 administrators, with experience in notice, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases. Verita has provided the Administrative Services and has acted as the notice and claims agent in numerous cases of comparable size in this district. Verita has substantial experience providing the Administrative Services in numerous cases of comparable size, including several cases in this Court. *See, e.g., In re Fulcrum Bioenergy, Inc., et al.*, Case No. 24-12008 (TMH) (Bankr. D. Del. Oct. 15, 2024); *In re QLess, Inc.*, Case No. 24-11395 (BLS) (Bankr. D. Del. Aug. 19, 2024); *In re Fisker Inc., et al.*, Case No. 24-11390 (TMH) (Bankr. D. Del. Jul. 18, 2024); *In re Supply Source Enterprises, Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re Prosomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. Jun. 4, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. May 16, 2024); *In re SC Healthcare Holding, LLC et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Apr. 22, 2024); *In re Cano Health, Inc., et al.*, Case No. 24-10164 (KBO) (Bankr. D. Del. Mar. 5, 2024); *In re InVivo Therapeutics Corp., et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 22, 2024); *In re AN Global LLC, et al.*, Case No. 23-11294 (JKS) (Bankr. D. Del. Oct. 3, 2023); *In re Proterra Inc., et al.*, No. 23-11120 (BLS) (Bankr. D. Del. Sept. 5, 2023); *In re Lordstown Motors Corp., et al.*, No. 23-10831 (MFW) (Bankr. D. Del. July 25, 2023); *In re PGX Holdings, Inc., et al.*, No. 23-10718 (CTG) (Bankr. D. Del. July 19, 2023); *In re KDC Agribusiness LLC, et al.*, No. 23-10786 (CTG) (Bankr. D. Del. July 18, 2023); *In re PlastiQ Inc., et al.*, No. 23-10671 (BLS) (Bankr. D. Del. June

19, 2023); *In re Structurlam Mass Timber U.S., Inc., et al.*, No. 23-10497 (CTG) (Bankr. D. Del. May 25, 2023); *In re Standayne LLC, et al.*, No. 23-10207 (TMH) (Bankr. D. Del. Mar. 29, 2023); *In re Starry Group Holdings, Inc., et al.*, No. 23-10219 (KBO) (Bankr. D. Del. Mar. 21, 2023); *In re Tricida, Inc.*, Case No. 23-10024 (JTD) (Bankr. D. Del. Feb. 26, 2023); *In re Carestream Health, Inc., et al.*, Case No. 22-10778 (JKS) (Bankr. D. Del. Oct. 7, 2022); *In re First Guaranty Mortgage Corp., et al.*, Case No. 22-1058 (CTG) (Bankr. D. Del. Jul. 28, 2022); *In re Zosano Pharma Corp.*, Case No. 22-10506 (JKS) (Bankr. D. Del. June 30, 2022); *In re Sequential Brands Group, Inc., et al.*, Case No. 21-11194 (JTD) (Bankr. D. Del. Oct. 4, 2021); *In re Alex and Ani, LLC, et al.*, Case No. 21-10746 (CTG) (Bankr. D. Del. Jun. 15, 2021); *In re TECT Aerospace Group Holdings, Inc., et al.*, Case No. 21-10670 (KBO) (Bankr. D. Del. May 5, 2021); *In re JetFleet Holding Corp. (f/k/a AeroCentury Corp.)*, Case No. 21-10637 (JTD) (Bankr. D. Del. Apr. 30, 2021); *In re Medley LLC*, Case No. 21-10525 (KBO) (Bankr. D. Del. Apr. 1, 2021); *In re Chaparral Energy, Inc.*, Case No. 20-11947 (MFW) (Bank. D. Del. Sep. 10, 2020).

6. In connection with its proposed retention by the Debtors in these chapter 11 cases, Verita 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, Verita obtained from the Debtors' representatives the names of individuals and entities that may be parties in interest in these cases (the "Potential Parties in Interest"), which are listed on **Exhibit 1** attached hereto.

7. Following a review of the list of the Potential Parties in Interest, Verita represents (i) that it has no connections and (ii) that it is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as would be required by section 327(a) of the Bankruptcy Code, and neither Verita nor any of its employees represents an interest materially adverse to the Debtors'

estates with respect to any matter upon which Verita is to be engaged. Should Verita discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to promptly file a supplemental declaration.

8. Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that Verita and its professional personnel:

- a. are not creditors, equity security holders or insiders of the Debtors;
- b. are not and were not, within two years before the date of the filing of the chapter 11 cases, directors, officers or employees of the Debtors; and
- c. do not have an interest materially adverse to the interest of the Debtors’ estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the, the Debtors.

9. The Debtors have many creditors and, accordingly, Verita may have rendered and may continue to render services to certain of these creditors in matters unrelated to the chapter 11 cases, either as vendors or in cases where Verita serves in a neutral capacity as a bankruptcy claims and noticing agent or class action settlement administrator. Verita has not and will not represent the separate interests of any such creditor in the chapter 11 cases. To the best of my knowledge, neither Verita, nor any of its professional personnel, has any relationship with the Debtors that would impair Verita’s ability to serve as Notice and Claims Agent or Administrative Advisor. Verita has working relationships with certain of the professionals retained by the Debtors and other parties herein, but such relationships, except to the extent that Verita and counsel to the Debtors have communicated concerning the preparations for the chapter 11 cases, are unrelated to the chapter 11 cases. In addition, Verita personnel may have relationships with some of the Debtors’ creditors. Such relationships are, however, of a personal or financial nature and are unrelated to the chapter 11 cases. Verita has and will continue to represent clients in matters unrelated to the

chapter 11 cases and has and will continue to have relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to the chapter 11 cases.

10. On May 1, 2023, funds affiliated with GCP Capital Partners LLC (“GCP”) indirectly acquired a controlling equity interest in Verita (the “Acquisition”). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. (“JPMIM”). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the “Board”) of Verita’s ultimate parent company, KCC Parent LLC (“Parent”). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

11. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita’s parent entities, affiliates, and subsidiaries and (ii) GCP, GCP’s funds, and each such fund’s respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections.

12. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in

the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

13. Verita has no contract or relationship with XClaim Inc. or with any other party under which Verita provides or will provide exclusive access to claims data and/or under which Verita will be compensated for claims data that is made available by Verita.

14. Verita has informed the Debtors that, subject to Court approval, it will invoice the Debtors at its standard hourly rates, which are set forth in the Services Agreement.

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

Dated: December 17, 2025

Respectfully submitted,

/s/ Evan Gershbein

Evan Gershbein  
Executive Vice President  
Kurtzman Carson Consultants, LLC dba  
Verita Global  
222 N. Pacific Coast Highway, 3<sup>rd</sup> Floor  
El Segundo, California 90245  
Telephone: (310) 823-9000

**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