

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

_____)	
In re:)	Chapter 11
)	
AMERICAN SIGNATURE, INC., <i>et al.</i> , ¹)	Case No. 25-12105 (JKS)
)	
Debtors.)	(Jointly Administered)
)	
_____)	Re: Docket Nos. 15, 79

**CERTIFICATION OF COUNSEL REGARDING
FINAL ORDER (I) AUTHORIZING THE DEBTORS TO HONOR, MAINTAIN, AND
ADMINISTER CUSTOMER PROGRAMS AND RELATED PREPETITION BUSINESS
PRACTICES, AND (II) GRANTING RELATED RELIEF**

The undersigned proposed counsel for the above-captioned debtors and debtors in possession (the “Debtors”) hereby certifies that:

1. On November 24, 2025, the Debtors filed the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Honor, Maintain, and Administer Customer Programs and Related Prepetition Business Practices, and (II) Granting Related Relief* [Docket No. 15] (the “Motion”).

2. On November 25, 2025 the Court entered the *Interim Order (I) Authorizing the Debtors to Honor, Maintain, and Administer the Customer Programs and Related Prepetition Business Practices, and (II) Granting Related Relief* [Docket No. 79] (the “Interim Order”) granting the relief requested in the Motion on an interim basis. Pursuant to the

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

Interim Order, objections to entry of a final order granting the Motion were due no later than December 29, 2025.

3. The Debtors received informal comments to the Motion from the Official Committee of Unsecured Creditors (the “Committee”). No party filed an answer, objection, or other responsive pleading to the Motion on the Court’s docket.

4. Attached hereto as **Exhibit A** is a proposed form of order approving the Motion on a final basis that incorporates the Committee’s comments (the “Proposed Final Order”). The Committee has no objection to the entry of the Proposed Final Order.

5. A blacklined copy of the Proposed Final Order is attached hereto as **Exhibit B**, showing changes from the Interim Order.

6. Accordingly, the Debtors request that the Proposed Final Order attached hereto as **Exhibit A** be entered at the Court’s earliest convenience.

Dated: December 30, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Laura Davis Jones

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Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

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

In re: AMERICAN SIGNATURE, INC., <i>et al.</i> , ¹ Debtors.))))))	Chapter 11 Case No. 25-12105 (JKS) (Jointly Administered) Ref. Docket Nos. 15 and 79
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**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO HONOR, MAINTAIN, AND
ADMINISTER THE CUSTOMER PROGRAMS AND RELATED PREPETITION
BUSINESS PRACTICES, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”): (a) authorizing, but not directing, the Debtors, in their sole discretion, to (i) fulfill and honor (through payment, credit, setoff, or otherwise) the Customer Obligations as they deem appropriate, and (ii) continue, renew, replace, terminate, and implement Customer Programs and any other customer practices as they deem appropriate, without further application to the Court; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with

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

Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and upon entry of an order [Docket No. 79] granting the requested relief on an interim basis and scheduling a final hearing; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. Any objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized, but not directed, in their sole discretion and in consultation with the DIP Agent and the Official Committee of Unsecured Creditors, to:
 - (a) continue to administer all Customer Programs currently in effect as described in the Motion;
 - (b) modify or supplement the Customer Programs in the ordinary course of business; and (c) honor any obligations related to the Customer Programs, whether incurred prepetition or postpetition, as they come due in the ordinary course of business on an final basis; *provided, however*, that payments on account of prepetition obligations related to any individual Customer Program shall not exceed \$50,000 pursuant to this Final Order without further order of this Court. For the avoidance of doubt, the authority granted in this Final Order includes authority to amend the Pure

Promise Program to eliminate the merchandise credit described in the Motion, together with other changes that may be appropriate under the circumstances.

4. The Debtors shall maintain conspicuous signage at each of their stores, of the following: (a) at stores where going out of business sales have commenced, that the Debtors are conducting going out of business sales; (b) the date by which gift cards and merchandise credits shall cease to be honored at that store; (c) any plan to terminate or materially modify any Customer Programs, and the date by which such termination or material modification shall take place; and (d) the last day that returns or exchanges of merchandise can be made at that store. The Debtors shall also maintain conspicuous notice of the information set forth in (a) through (c) of this paragraph on their website, in the top half of the home page, in bold face and in a font not smaller than 12 point, and shall also include the date by which gift cards and merchandise credits shall cease to be honored on the website, and the last day on which returns or exchanges of merchandise purchased from the website will be honored.

5. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

6. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission, concession, or waiver of rights of the Debtors or any party in interest as to the amount of, basis for, validity, priority, enforceability, or perfection of any claim against, lien on (contractual, common law,

statutory, or otherwise), security interest in, or other encumbrance on property of the Debtors' estates; (b) a promise or requirement to pay any particular claim; (c) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (d) a request, approval, assumption, adoption, rejection, or, termination of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (e) a waiver or limitation of the Debtors or any other party in interest of the right to dispute any claim on any grounds; (f) a waiver or limitation of the Debtors or any person or entity of any claims, causes of action, or other rights, under the Bankruptcy Code or any other applicable law; or (g) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this Final Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights subsequently to dispute such claim.

7. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

8. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

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

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion

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

Exhibit B

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

In re:

AMERICAN SIGNATURE, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-12105 (JKS)
)
) ~~(Joint Administration Requested)~~ (Jointly
Administered)
) **Ref. Docket ~~No~~ Nos. 15 and 79**

**INTERIMFINAL ORDER (I) AUTHORIZING THE DEBTORS TO HONOR,
MAINTAIN, AND ADMINISTER THE CUSTOMER PROGRAMS AND RELATED
PREPETITION BUSINESS PRACTICES, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of ~~an interim~~ a final order (this “InterimFinal Order”): (a) authorizing, but not directing, the Debtors, in their sole discretion, to (i) fulfill and honor (through payment, credit, setoff, or otherwise) the Customer Obligations as they deem appropriate, and (ii) continue, renew, replace, terminate, and implement Customer Programs and any other customer practices as they deem appropriate, without further application to the Court; and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that

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

this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and ~~this Court having reviewed the Motion and having heard the statements in support of~~ upon entry of an order [Docket No. 79] granting the relief requested therein at relief on an interim basis and scheduling a final hearing ~~before this Court (the "Hearing")~~; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on ~~an interim~~ a final basis as set forth herein.

2. Any objections to the entry of this ~~Interim~~ Final Order, to the extent not withdrawn or settled, are overruled.

~~3. The final hearing (the "Final Hearing") on the Motion shall be held on January 5, 2026 at 1:00 p.m. (prevailing Eastern Time). Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time), on December 29, 2025, and shall be served on: (a) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Laura Davis Jones (ljones@pszjlaw.com); (b) the Office of the United States Trustee, 844~~

~~King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Malcolm M. Bates (Malcolm.M.Bates@usdoj.gov); (e) counsel to any statutory committee appointed in these chapter 11 cases; (d) counsel to the DIP Agent and Prepetition ABL Agent, (i) Choate, Hall & Stewart LLP, Two International Place, Boston, Massachusetts 02110, Attn: John F. Ventola (jventola@choate.com), Jonathan D. Marshall (jmarshall@choate.com), and Lucas B. Barrett (lbarrett@choate.com), and (ii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Daniel J. DeFranceschi (defranceschi@RLF.com), John H. Knight (Knight@RLF.com), and Matthew P. Milana (Milana@RLF.com); and (e) counsel to the Prepetition Term Agent, Goldberg Kohn, 55 East Monroe Street, Chicago, Illinois 60603-5792, Attn: Randall L. Klein (randall.klein@goldbergkohn.com) and Zachary J. Garrett (zachary.garrett@goldbergkohn.com) and Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Stanley B. Tarr (stanley.tarr@blankrome.com).~~

3. ~~4.~~ The Debtors are authorized, but not directed, in their sole discretion and in consultation with the DIP Agent and the Official Committee of Unsecured Creditors, to: (a) continue to administer all Customer Programs currently in effect as described in the Motion; (b) modify or supplement the Customer Programs in the ordinary course of business; and (c) honor any obligations related to the Customer Programs, whether incurred prepetition or postpetition, as they come due in the ordinary course of business on an ~~interim~~final basis; *provided, however*, that payments on account of prepetition obligations related to any individual Customer Program shall not exceed \$50,000 pursuant to this ~~Interim~~Final Order without further order of this Court. For the avoidance of doubt, the authority granted in this ~~Interim~~Final Order includes authority to

amend the Pure Promise Program to eliminate the merchandise credit described in the Motion, together with other changes that may be appropriate under the circumstances.

4. ~~5.~~ The Debtors shall, ~~not later than three business days following the entry of this Interim Order, provide~~ maintain conspicuous signage at each of their stores, of the following: (a) at stores where going out of business sales have commenced, that the Debtors are conducting going out of business sales; (b) the date by which gift cards and merchandise credits shall cease to be honored at that store; (c) any plan to terminate or materially modify any Customer Programs, and the date by which such termination or material modification shall take place; and (d) the last day that returns or exchanges of merchandise can be made at that store. ~~No later than three business days following the entry of this Interim Order, the~~ The Debtors shall also ~~provide~~ maintain conspicuous notice of the information set forth in (a) through (c) of this paragraph on their website, in the top half of the home page, in bold face and in a font not smaller than 12 point, and shall also include the date by which gift cards and merchandise credits shall cease to be honored on the website, and the last day on which returns or exchanges of merchandise purchased from the website will be honored.

5. ~~6.~~ The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this ~~Interim~~ Final Order.

6. ~~7.~~ Nothing contained in the Motion or this ~~Interim~~ Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance

with this ~~Interim~~Final Order), is intended as or shall be construed or deemed to be: (a) an admission, concession, or waiver of rights of the Debtors or any party in interest as to the amount of, basis for, validity, priority, enforceability, or perfection of any claim against, lien on (contractual, common law, statutory, or otherwise), security interest in, or other encumbrance on property of the Debtors' estates; (b) a promise or requirement to pay any particular claim; (c) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this ~~Interim~~Final Order; (d) a request, approval, assumption, adoption, rejection, or, termination of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (e) a waiver or limitation of the Debtors or any other party in interest of the right to dispute any claim on any grounds; (f) a waiver or limitation of the Debtors or any person or entity of any claims, causes of action, or other rights, under the Bankruptcy Code or any other applicable law; or (g) a waiver of the obligation of any party in interest to file a proof of claim. Any payment made pursuant to this ~~Interim~~Final Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights subsequently to dispute such claim.

7. ~~8.~~—The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

8. ~~9.~~—Nothing in this ~~Interim~~Final Order authorizes the Debtors to accelerate any payments not otherwise due.

~~10.—The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003.~~

9. ~~11.~~ Notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

10. ~~12.~~ Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this ~~Interim~~Final Order are immediately effective and enforceable upon its entry.

11. ~~13.~~ The Debtors are authorized to take all actions necessary to effectuate the relief granted in this ~~Interim~~Final Order in accordance with the Motion

12. ~~14.~~ This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this ~~Interim~~Final Order.

Document comparison by Workshare Compare on Tuesday, December 30, 2025
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Input:	
Document 1 ID	netdocuments://4908-8197-0811/12
Description	ASI - Customer Programs Motion
Document 2 ID	netdocuments://4908-8197-0811/14
Description	ASI - Customer Programs Motion
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	39
Deletions	43
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	82