IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
AMERICAN SIGNATURE, INC., et al.,[1]	)	Case No. 25-12105 (JKS)
	)	
Debtors.	)	(Jointly Administered)
	)	
DENISE SILOAC,	)	
	)	**Obj. Deadline: September 3, 2026 at 4:00 p.m.**
Movant,	)	**Hr'g Date: September 10, 2026 at 2:30 p.m.**
	)	
v.	)	
	)	
AMERICAN SIGNATURE, INC.,	)	
	)	
Respondent.	)	

MOTION OF DENISE SILOAC
FOR RELIEF FROM THE AUTOMATIC STAY

Denise Siloac ("Movant"), by and through her undersigned counsel, hereby moves this Honorable Court (the "Motion"), pursuant to section 362(d) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), Federal Rule of Bankruptcy Procedure 4001(a), and Delaware Bankruptcy Local Rule 4001-1, for an order modifying the automatic stay imposed by section 362(a) of the Bankruptcy Code to the extent necessary (i) to permit Movant to take any and all actions required to move her Michigan state court lawsuit to final resolution and (ii) to collect on any judgment rendered (or settlement reached) in her favor from the proceeds of any

[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.

applicable insurance coverage available to the Debtors. In support of this Motion, Movant respectfully states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. Movant confirms her consent, pursuant to Del. Bankr. L.R. 9013-1(f), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments on the Motion consistent with Article III of the United States Constitution.

3. Venue of this case and this Motion is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory predicates for the relief requested in this Motion are Section 362(d) of the Bankruptcy Code, Fed. R. Bankr. P. 4001(a), and Del. Bankr. L.R. 4001-1.

BACKGROUND[2]

5. On November 11, 2025, American Signature, Inc. (the "Debtor") and certain of its affiliates commenced voluntary proceedings under chapter 11 of the Bankruptcy Code.

6. Denise Siloac is a Michigan citizen who resides in the City of Clinton Township, County of Macomb. Pre-petition, on July 8, 2021, Movant was lawfully upon the Debtor's Value City Furniture store located at 33801 Southbound Gratiot Avenue, City of Clinton Township, County of Macomb, Michigan (the "Premises"), when, while walking carefully, Movant did slip and fall to the ground due to a dangerous condition there existing, to wit: a cord hidden in the aisleway.

[2] This background is provided by way of general summary only. Movant reserves all rights.

7. Accordingly, pre-petition, on August 25, 2023, Movant filed in the State of Michigan, Circuit Court for the County of Macomb, a personal injury lawsuit styled *Siloac vs. Value City Furniture/American Signature, Inc.*, Case No. 23-002888-NO (the "State Court Action"). The State Court Action sounds in premises liability, negligence, breach of contract, maintaining a nuisance, safety code violations, and seeks damages in an unliquidated amount in excess of $25,000. A copy of Movant's complaint (the "Complaint") that initiated the State Court Action is attached hereto as **Exhibit A**. Trial by jury was demanded. See **Exhibit B**.

8. Upon information and belief, the Defendants in the State Court Action were covered by that certain commercial general liability insurance policy number CF4GL01393-201 issued by Everest National Insurance Company (the "Everest Policy"). A copy of the Everest Policy's Declarations Sheet is attached hereto as **Exhibit C**.

9. Approximately two years passed between the filing of the Complaint and the Petition Date. As of November 11, 2025, the date upon which the automatic stay arose, the procedural posture of the State Court Action was as follows:

- A case management order had been entered on April 19, 2024, a copy of which is attached hereto as **Exhibit D**. The dates were extended by stipulation per **Exhibit E**.
- Written fact discovery had concluded.
- Fact witness deposition discovery had concluded.
- Expert reports had been exchanged.
- The dispositive motion deadline had passed.
- Trial date, pre-trial milestone completion and trial readiness, tasks outstanding:
    - Expert trial depositions had to yet be completed.
    - Trial was scheduled for February 17, 2026.

10. On or about April 23, 2026, Movant timely-filed a proof of claim against Debtor American Signature, Inc. in case number 25-12105.

11. Movant is willing to waive her claim for damages as to the Debtors and their estates (all but nominally) that relates to any portion of any judgment or settlement obtained against the Debtors that is ***not*** satisfied by the Insurance Policy or other applicable insurance policies or insurance type agreements owned by the Debtors.

12. If the automatic stay were lifted by mid-September 2026, Movant's counsel in the State Court Action anticipates that the parties would require approximately six months before Movant's personal injury case would be trial ready, pending the Court's availability.

13. If the automatic stay were lifted, the Debtor's senior executives would not be distracted from focusing on the bankruptcy on account of having to sit for depositions or testify as witnesses because it not expected that any senior executive would be called upon to testify at trial.

14. Upon information and belief, prior to the filing of the bankruptcy petition, defense counsel had been retained by and presumably paid by the Debtors' insurers. Accordingly, Movant's counsel anticipates that the Debtors' insurers would continue to be responsible for costs through the conclusion of trial in the State Court Action and through any subsequent appeals.

RELIEF REQUESTED

15. By way of this Motion, the Movant respectfully requests entry of an Order, in substantial conformity with the proposed form of order attached hereto, providing modification the automatic stay pursuant to Bankruptcy Code Section 362(d)(1) (and any forthcoming injunctive provision of any confirmed plan of reorganization[3]) (i) to allow the State Court Action to proceed to final resolution, (ii) to permit Movant to take any actions required to move the State

[3] *See e.g.*, *In the Matter of Hendrix*, 986 F.2d 195, 198 (7th Cir. 1993) ("any court that issues an injunction can modify it for good cause on the motion of a person adversely affected by it.")

Court Action to final resolution, and (iii) to permit Movant to collect on any judgment rendered (or settlement reached) in her favor from the proceeds of the Insurance Policy and/or any other applicable insurance covered owned by the Debtors.

BASIS FOR THE RELIEF REQUESTED

16. The traditional function of the automatic stay is to provide a "breathing spell" for the debtor. *In re 15375 Memorial Corp.*, 382 B.R. 652, 687 (Bankr. D. Del. 2008), *rev'd on other grounds*, 400 B.R. 420 (D. Del. 2009).

17. Section 362(a) of the Bankruptcy Code provides:

> [A] petition filed under section 301 ... of this title ... operates as a stay, applicable to all entities, of—
>
> (1) the commencement or continuation, including the issuance of employment of process, of a judicial ... proceeding against the debtor that was or could have been commenced before the commencement of the case under this title ....

11 U.S.C. § 362(a).

18. However, a party in interest may obtain relief from the automatic stay pursuant to Section 362 (d) of the Bankruptcy Code, which provides in pertinent part as follows:

> On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay ... for cause....

11 U.S.C. § 362(d).

19. "Cause" is not defined by section 362(d)(1). "Cause" is a flexible concept and courts often conduct a fact intensive, case-by-case balancing test, examining the totality of the circumstances to determine whether sufficient cause exists to lift the stay. *In re SCO Group, Inc.*, 395 B.R. 852, 856 (Bankr. D. Del. 2007). A party opposing a request for relief from stay bears the burden of proof on all issues other than a debtor's equity in property. 11 U.S.C. § 362(g); *see also In re Absenia Holding, Inc.*, 2016 WL 5867039 * 2, Carey, J. (Bankr. D. Del. October 6,

2016) ("Curiously, the cases considering such requests for relief tend toward asking the question: 'Why should the court lift the stay?' The statute, by its burden shifting, seems almost instead to ask, 'why shouldn't the stay be lifted?'"); *but see In re Pursuit Athletic Footwear, Inc.*, 193 B.R. 713, 718 (Bankr. D. Del. 1996) (Movant has the initial burden in proving a *prima facie* case of cause, which if proved, must be rebutted by the debtor if the stay is not to be lifted.).

20. Relief from stay motions are customarily evaluated under the three-factor test articulated in *In re Rexene Products Co.,* 141 B.R. 574, 576 (Bankr. D. Del. 1992) to determine whether:

> a) any great prejudice to either the bankrupt estate or the debtor will result from continuation of the civil suit,
> b) the hardship to the [non-bankrupt party] by maintenance of the stay considerably outweighs the hardship of the debtor, and
> c) the creditor has a probability of prevailing on the merits.

Absenia Holding, 2016 WL 5867039 * 2; *see also In re Tribune Co.*, 418 B.R. 116, 126 (Bankr. D. Del. 2009).

21. Courts often follow the logic of the intent behind § 362(d) in determining whether cause exists to lift the stay -- that it is often appropriate to allow litigation to proceed, if no prejudice befalls the estate, "in order to leave the parties to their chosen forum and to relieve the bankruptcy court from duties that may be handled elsewhere." *Tribune*, 418 B.R. at 126 (quoting legislative history of § 362(d)) (internal citations omitted).

22. This Court has also considered general policies underlying the automatic stay when deciding whether to grant a motion to lift the stay. The policies are:

> 1) whether relief would result in a partial or complete resolution of the issue; 2) lack of any connection with or interference with the bankruptcy case; 3) whether the other proceeding involves the debtor as a fiduciary; 4) whether a specialized tribunal with the necessary expertise has been established to hear the cause of action; 5) whether the debtor's insurer has assumed full responsibility for defending it; 6) whether the action primarily involves third parties; 7) whether litigation in another forum would prejudice the

> interests of other creditors; 8) whether the judgment claim arising from the other action is subject to equitable subordination; 9) whether the moving party's success in the other proceeding would result in a judicial lien avoidable by the debtor; 10) the interest of judicial economy and the expeditious and economical resolution of litigation; 11) whether the parties are ready for trial in the other proceeding; and 12) impact of the stay on the parties and the balance of the harms.

In re The SCO Group, Inc., 395 B.R. 852, 857 (Bankr. D. Del. 2007) quoting *In re Sonnax Indus., Inc. v. Tri Component Prods. Corp.*, 907 F.2d 1280, 1287 (2d Cir. 1990).

I. Under the *Rexene* Analysis, Cause Exists to Grant Relief

A. Relief from Stay will not Prejudice the Debtors or Their Estates

23. Consideration of these factors weighs in favor of granting relief from stay. The traditional function of the automatic stay is to provide a "breathing spell" for the debtor. *In re 15375 Memorial Corp.*, 382 B.R. 652, 687 (Bankr. D. Del. 2008), *rev'd on other grounds*, 400 B.R. 420 (D. Del. 2009). Granting stay relief will not prejudice the Debtors or their estates because (i) the Debtors have already enjoyed an approximate nine-month breathing spell and (ii) senior corporate executives would not be distracted from focusing on the company's bankruptcy since it is not anticipated that they will be called upon to testify as trial witnesses, but rather store-level employees would most likely comprise the Debtors' trial witnesses.

24. Moreover, Movant's claim must be liquidated at some point, which proceedings, by statute, would not be held in this Court. 28 U.S.C. §157(b)(5).

25. Generally, "debtor-defendants suffer little prejudice when they are sued by plaintiffs who seek nothing more than declarations of liability that can serve as a predicate for a recovery against insurers, sureties, or guarantors." *In re Fernstrom Stor. and Van Co.*, 938 F.2d 731 (7th Cir. 1991) quoted in *In re 15375 Memorial Corp.*, 382 B.R. at 690.

B. The Hardship Movant Will Face if Relief is Not Granted Far Exceeds the Hardship Debtor Will Face if Relief is Granted

26. Conversely, the Movant will face substantial hardship if the stay is not lifted. First, as previously noted, this Court cannot try Movant's claim. Trial in Delaware would be before the District Court. If this were the case, Movant's right as plaintiff to select the venue of her choice in which to prosecute her lawsuit would be denied. Instead of presenting her case in her home state-level court, she would be forced to prosecute her case in Delaware before a federal court that would be foreign to her.

27. Moreover, the State Court Action has already been filed in Movant's home court, which has approximately two years' pre-trial familiarity with her case. "[O]ne of the primary purposes in granting relief from the stay to permit claim liquidation is to economize judicial resources." *In re Peterson*, 116 B.R. 247, 250 (D. Colo. 1990). Judicial economy would be better served by lifting the automatic stay and allowing Movant's home court to try the case, since that Court is already familiar with the case pending before it. *See, In re The Conference of African Union First Colored Methodist Protestant Church*, 184 B.R. 207, 218 (Bankr. D. Del. 1995) ("[T]he existence of a more appropriate forum than the bankruptcy court is "cause" for relief under Code §362(d)(1)."); *In the Matter of Baker*, 75 B.R. 120, 121 (Bankr. D. Del. 1987) (granting relief from stay to permit Family Court to determine issues with which it had expertise); *cf.*, *Matter of Highway Truck Drivers and Helpers Local Union 107*, 98 B.R. 698, 705 (E.D. Pa. 1989) (affirming bankruptcy court's grant of stay relief to pursue state court appeal).

28. Additionally, if the stay were not lifted, and Movant was compelled to try her case before the District Court in Delaware, Movant would be forced to transport her entire lawsuit to Delaware, including her personal injury counsel, evidence, and witnesses, all at substantial cost and inconvenience. However, she would be unable to *compel* the attendance of witnesses because

the District Court lacks subpoena power over witnesses located in Michigan, where the slip and fall incident occurred. Fed. R. Civ. P. 45(b)(2) and (c)(3)(A)(ii), made applicable in cases under the Bankruptcy Code by Fed. R. Bankr. P. 9016. The Committee Note to Rule 9016 states: "Although Rule 7004(d) authorizes nationwide service of process, Rule 45 F. R. Civ. P. limits the subpoena power to the judicial district and places outside the district which are within 100 miles of the place of the trial or hearing."

29. Moreover, a trier-of-fact located in Delaware would not have the benefit of convenient access to visit the Premises for inspection because they are located in Michigan.

C. Considering Movants' Probability of Success on the Merits

30. Here, the State Court Action has been in a pre-trial posture for approximately two years. If Movant's complaint failed to state a claim for which relief could be granted, that issue would presumably have already been joined in the state court. However, the State Court Action has not been dismissed. "Only strong defenses to [non-bankruptcy] court proceedings can prevent a bankruptcy court from granting relief from the stay in cases where ... the decision-making process should be relegated to bodies other than [the bankruptcy] court." *In re Fonseca v. Philadelphia Housing Authority*, 110 B.R. 191, 196 (Bankr. E.D. Pa. 1990). *See also*, *In re Peterson*, 116 B.R. at 249 ("all that is required is that the movant make more than a 'vague initial showing' that he can establish a prima facie case."). Here, at the very least, this Court can infer that the State Court Action presents a colorable claim. Accordingly, the final prong of the *Rexene Products'* analysis is satisfied.

31. When analyzed under the *Rexene* factors, these facts demonstrate that cause exists to lift the stay. *See Rexene Products*, 141 B.R. 574 at 576 (legislative history indicates "cause" may be established by single factor including to permit action to proceed in another tribunal).

II. Under the *Sonnax* Analysis, Cause Exists to Grant Relief

32. Alternatively, when considered on the totality-of-the-circumstances test applied by *The SCO Group* Court, the result is unchanged. Each of the factors in the *Sonnax* analysis set forth in paragraph 22 above is either neutral or favors granting relief from stay, as follows:

(1) Whether relief would result in a partial or complete resolution of the issue: Granting stay relief would likely result in a complete resolution of the issues, since liquidation of Movant's claim is the primary issue to be decided. Moreover, once liquidated, Movant would not be returning to this Court to seek a distribution on any "allowed" claim, but rather she would be pursuing insurance proceeds only.

(2) Lack of any connection with or interference with the bankruptcy case: Allowing the State Court Action to move forward will not interfere with the bankruptcy case, since defense of the State Court Action is being handled by counsel paid for by the Debtors' insurers, and if the State Court Action results in a judgment or settlement favoring Movant, there will be no financial impact on the Debtors given the existence of the Everest Policy, as well as any other applicable insurance policies that may be owned by the Debtors.

(3) Whether the other proceeding involves the debtor as a fiduciary: The State Court Action involves the Debtors as tortfeasor, not as a fiduciary;

(4) Whether a specialized tribunal with the necessary expertise has been established to hear the cause of action: The State Court Action is pending before the Michigan Circuit Court for the County of Macomb, which routinely hears matters of this type.

(5) Whether the debtor's insurer has assumed full responsibility for defending it: Movant understands that Debtors' insurer is controlling and paying for the defense of the State

Court Action. The Debtors will not be required to commit scarce priority administrative expense resources to the defense.

(6) Whether the action primarily involves third parties: No third parties are participating in the State Court Action.

(7) Whether litigation in another forum would prejudice the interests of other creditors: Given the existence of the Everest Policy and its apparent provision for defense of the State Court Action, prosecuting the matter in the state court will not prejudice the interests of the Debtors' other creditors because Movant will be limiting her recovery, if any, to applicable insurance proceeds. Accordingly, the Debtors will not be required to commit scarce priority administrative expense resources to their defense.

(8) Whether the judgment claim arising from the other action is subject to equitable subordination: There does not appear to be any grounds upon which the Debtors could mount a subordination challenge as to any judgment granted by the state court in Movant's favor. To be sure, Michigan is a comparative -- not contributory -- negligence jurisdiction. Mich. Comp. Laws § 600.2959; *Kandil-Elsayed v F & E Oil, Inc.*, 512 Mich. 95, 143–44; 1 N.W.3d 44 (2023).

(9) Whether the moving party's success in the other proceeding would result in a judicial lien avoidable by the debtor: Under Mich. Comp. Laws § 600.2803, a judgment lien attaches only after a notice of judgment lien is properly recorded with the register of deeds for the county in which the property is located. Ms. Siloac will not perfect or enforce any judgment lien against real property of the Debtors or their bankruptcy estates. Moreover, whether or not an avoidable lien would exist if the State Court Action rendered judgment in Movant's favor (which would only be the case if the Debtors own non-exempt real property located in Macomb County, Michigan), there would be no need for the Debtors to seek to avoid any such lien given that the

Everest Policy would appear to be sufficient to satisfy any state court judgment.

(10) The interest of judicial economy and the expeditious and economical resolution of litigation: Since the State Court Action had already been underway in Michigan for approximately two years before the automatic stay arose, the interests of judicial economy and the expeditious and economic resolution of litigation would be best served by permitting the matter to proceed to resolution in Michigan;

(11) Whether the parties are ready for trial in the other proceeding: Trial preparation has been underway in Michigan for approximately two years, including the completion of all fact discovery. Only expert discovery remains outstanding. Moreover, trial of the State Court Action had been scheduled to commence on February 7, 2026, although that timetable was upset after the automatic stay arose on November 11, 2025.

(12) Impact of the stay on the parties and the balance of the harms. As demonstrated above in Section I in the discussion of the *Rexene* factors, maintaining the stay will severely prejudice Movant due to the deprivation of her right to benefit from proceeding in the venue of her choosing, due to the costs of transporting her lawsuit to Delaware, and because the District Court lacks subpoena power. On the other hand, lifting the stay will have little impact, if any, on the Debtors due to the existence of the Everest Policy and the defense it appears to be providing.

33. When analyzed under the *Sonnax* factors, all factors other than items 6 and 9, which are neutral, demonstrate that cause exists to lift the stay.

CONCLUSION

WHEREFORE, Movant respectfully requests the entry of an Order, substantially in the form attached hereto (i) modifying the automatic stay imposed by section 362(a) of the Bankruptcy

Code (as well as, pursuant to section 105(a), any injunctive provision contained in a confirmed plan of reorganization) to permit the State Court Action to proceed to final resolution, including any appeals, (ii) permitting Movant to take all actions necessary or appropriate to prosecute the State Court Action to final resolution, (iii) authorizing Movant to execute on any judgment rendered (or settlement obtained) in her favor solely from the proceeds of the Insurance Policy as well as any other applicable insurance owned by the Debtors, if any, and (iv) granting to Movant such other and further relief as this Honorable Court deems just and proper.

Date: August 25, 2026
Wilmington, DE

SULLIVAN NIMEROFF BROWN HILL LLC

/s/ E.E. Allinson III

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Attorneys for Denise Siloac

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
AMERICAN SIGNATURE, INC., et al.,[1]	)	Case No. 25-12105 (JKS)
	)	
Debtors.	)	(Jointly Administered)
	)	
DENISE SILOAC,	)	
	)	**Obj. Deadline: September 3, 2026 at 4:00 p.m.**
Movant,	)	**Hr'g Date: September 10, 2026 at 2:30 p.m.**
	)	
v.	)	
	)	
AMERICAN SIGNATURE, INC.,	)	
	)	
Respondent.	)	

NOTICE OF MOTION

PLEASE TAKE NOTICE that on August 25, 2026, Denise Siloac ("Movant"), by and through her undersigned attorneys, filed her *Motion of Denise Siloac for Relief from Automatic Stay* (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that objections or responses to the Motion, if any, must be made in writing, filed with the Bankruptcy Court, located at 824 North Market Street, Wilmington, Delaware 19081 and served so as to actually be received by the undersigned attorneys for the Movant on or before **September 3, 2026 at 4:00 p.m.**

[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.

PLEASE TAKE FURTHER NOTICE that a hearing with respect to the Motion, if required, is scheduled before the Honorable J. Kate Stickles, at the Bankruptcy Court, 5th Floor, Courtroom 6, on **September 10, 2026 at 2:30 p.m.**

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Date: August 25, 2026
Wilmington, DE

SULLIVAN NIMEROFF BROWN HILL LLC

/s/ E.E. Allinson III

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Attorneys for Denise Siloac

EXHIBIT A

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

DENISE SILOAC,

Plaintiff,

vs

VALUE CITY FURNITURE/
AMERICAN SIGNATURE, INC.,
A foreign for-profit corporation,

Defendant.

Case No: 23-002688-NO

Hon. DIANE M. DRUZINSKI

Paul C. Davis (P74580)
THE SAM BERNSTEIN LAW FIRM
Attorneys for Plaintiff
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RECEIVED
AUG 25 2023
ANTHONY G. FORLINI
Macomb County Clerk

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge. I also do not know of any other civil transaction or occurrence as alleged in this complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this court.

/s/ Paul C. Davis
Paul C. Davis (P74580)

COMPLAINT

NOW COMES the Plaintiff, DENISE SILOAC, by and through her attorneys, THE SAM BERNSTEIN LAW FIRM, PLLC, by PAUL C. DAVIS, and for her cause of action against the Defendant, shows unto this Honorable Court as follows:

1. That the Plaintiff, Denise Siloac (hereinafter referred to as "Plaintiff"), is a resident of the City of Clinton Township, County of Macomb, State of Michigan.

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31731 NORTHWESTERN HIGHWAY
SUITE 333
FARMINGTON HILLS,
MICHIGAN 48334-1669
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A PROFESSIONAL LIMITED LIABILITY COMPANY

2. That Defendant, Value City Furniture/American Signature, Inc. (hereinafter referred to as "Defendant"), is a foreign for-profit corporation doing business in the City of Clinton Township, County of Macomb, State of Michigan.

3. That all the acts, transactions, and occurrences arose in the City of Clinton Township, County of Macomb, State of Michigan.

4. That the amount in controversy in this litigation exceeds the sum of Twenty-Five Thousand ($25,000.00) Dollars exclusive of costs, interest and attorney fees.

5. That on or about July 8, 2021, Defendant was then and there the owner, operator, and/or in control of the premises located at 33801 Southbound Gratiot Avenue, in the City of Clinton Township, State of Michigan, and exercising control over the common areas thereof.

6. That on the aforementioned date, Plaintiff was lawfully upon the aforementioned premises and while walking carefully did slip and fall to the ground with great force and violence due to the dangerous conditions then and there existing, to wit: a cord hidden in the aisleway.

7. That at all times relevant hereto, Defendant owed a duty to Plaintiff, who was lawfully upon said premises, to maintain the premises in a safe condition free from danger, to exercise reasonable care to diminish the hazards relating to the premises, and such duty further required that reasonable and appropriate measures, in light of existing and created circumstances, be taken to prevent dangerous conditions.

8. That at all times relevant hereto, Defendant owed a duty to Plaintiff, lawfully proceeding upon the premises, to keep same in a safe condition, free from dangerous, defective conditions then and there existing.

THE
SAM BERNSTEIN
LAW FIRM
31731 NORTHWESTERN HIGHWAY
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LIABILITY COMPANY

9. That in total disregard of such duties, the Defendant, at all times material herein, breached said duties in one or more of the following particulars, but not necessarily limited to:

a. Negligently, carelessly and recklessly removing any cords or materials that would cause injury from the premises and placing it on a portion of the premises where it was known or should have been known in the exercise of reasonable care that the cord was laying in the common walking areas in and around the store and shopping areas creating a dangerous and hazardous condition to individuals who traverse said areas;

b. Negligently, carelessly and recklessly maintaining the premises in a dangerous condition which constituted the creation of an unnatural cord laying across the floor hidden from view, when it was known or should have been known that the particular configuration of their shopping area within the store posed a propensity toward the creation of hazardous and unsafe conditions of simply walking through the store;

c. Negligently, carelessly and recklessly increasing the hazard of walking through the store by the creation of the aforesaid cord laying on the floor hidden from view and by failing to correct said situation;

d. Negligently, carelessly and recklessly failing to keep said common walking areas properly clear and free from hazards after the affirmative acts of Defendant which did create, cause and/or contribute to an unnatural safety hazards with the cord laying over the floor hereinbefore described;

e. Negligently, carelessly and recklessly allowing the cord to remain laying on the floor in the common areas so as to endanger those persons lawfully upon same;

f. Negligently, carelessly and recklessly failing to warn Plaintiff that the area upon which she was traversing had the potential for an unreasonably dangerous condition to cause injury, so that Plaintiff could take evasive action;

g. Negligently, carelessly and recklessly failing to remove a dangerous condition then and there existing from the property;

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h. Negligently, carelessly and recklessly maintaining a hazardous condition on property flowing from Defendant's premises;

i. Negligently, carelessly and recklessly failing to provide Plaintiff reasonable and safe means of necessary access in and about said premises, and to keep her safe from tripping and falling over cords;

j. Negligently, carelessly and recklessly failing to keep the premises and all common areas herein fit for the foreseeable uses and in proper repair pursuant to MCLA 554.139;

k. Negligently, carelessly and recklessly allowing said common shopping areas to become and remain in poor repair;

l. Negligently, carelessly and recklessly failing to inspect said premises so as to discover a dangerous condition of which Defendant knew or had reason to know existed;

m. Negligently, carelessly and recklessly failing to alleviate a dangerous condition which Defendant knew or had reason to know existed;

n. Negligently, carelessly and recklessly failing to warn Plaintiff and those persons like Plaintiff of the dangerous condition then and there existing;

o. Breaching its contract to properly perform cleaning and maintenance services in the commons shopping areas;

p. In presenting and maintaining a nuisance on its premises;

q. In violating safety codes, including local statutes and ordinances, the Michigan Building Code and/or the International Property Maintenance or Building Codes, among others;

r. In otherwise negligently, carelessly and recklessly failing to exert that degree of care, caution and diligence as would be demonstrated by a reasonable prudent person under the same or similar circumstances and in otherwise causing the injuries and damages to Plaintiff as hereinafter alleged; and

THE
SAM BERNSTEIN
LAW FIRM
31731 NORTHWESTERN HIGHWAY
SUITE 333
FARMINGTON HILLS,
MICHIGAN 48334-1669
(800) 225-5726
A PROFESSIONAL LIMITED
LIABILITY COMPANY

s. Negligently, carelessly and recklessly being guilty of other acts or negligence currently unknown to Plaintiff, but which will be ascertained through the discovery process.

10. That as a direct and proximate result of the negligent acts and/or omissions on the part of the Defendant, Plaintiff was caused to fall to the ground with great force and violence and to suffer severe, grievous and permanent personal injuries, disability, and damages, the full extent and character of which are currently unknown, but which will include, but are not necessarily limited to:

a. Injuries to and about the right shoulder, including, but not limited to, closed fracture with resulting surgery on July 22, 2021;

b. Pain, suffering, discomfort, disability, extreme physical and emotional suffering;

c. Severe and continuing embarrassment, humiliation, anxiety, tension and mortification;

d. Loss of the natural enjoyments of life;

e. Loss of income and/or earning capacity;

f. Expenditures for physicians, hospitals, medicinal things and substances; and

g. Other injuries and damages which may not have yet become manifested or fully manifested.

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WHEREFORE, the Plaintiff prays that this Honorable Court award her damages in whatever amount to which she is entitled to receive, together with costs, interest, and attorney fees.

Dated: August 23, 2023

Respectfully submitted,

THE SAM BERNSTEIN LAW FIRM

By: */s/ Paul C. Davis*
Paul C. Davis (P74580)
Attorneys for Plaintiff
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(248) 671-1609/Fax: (248) 737-4392
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EXHIBIT B

STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY	JURY DEMAND	CASE NO.

Court address **Court telephone no.**

Plaintiff(s) name(s)	v	Defendant(s) name(s)
Plaintiff's address and telephone no. or attorney name, bar no., address, and telephone no.		Defendant's address and telephone no. or attorney name, bar no., address, and telephone no.

☐ Probate In the matter of _____

☐ Juvenile In the matter of _____

1. I demand a jury trial.

_____ _____

Date Signature

Approved, SCAO
Form MC 22, Rev. 4/19
MCL 600.857(3), MCL 600.2529(1)(c),
MCR 2.508, MCR 2.509, MCR 3.911

Form Distribution:
Original - Court
1st copy - Plaintiff/Petitioner
2nd copy - Defendant/Respondent

EXHIBIT C

General Liability Binder For

Schottenstein Stores Corporation ,Value City Furniture,American Signature, Inc DBA American Signature Furniture,ASI-LaPorte LLC,American Signature of Woodbridge, LLC

Policy Period: **08/01/2020** **thru** **08/01/2021**

CF4GL01393-201



EVEREST

A.M. Best Rating: A+ (Superior), Size: XV

Everest National Insurance Company
COMMERCIAL GENERAL LIABILITY COVERAGE SUMMARY

General Account Information	
Named Insured (s)	Schottenstein Stores Corporation ,Value City Furniture,American Signature, Inc DBA American Signature Furniture,ASI-LaPorte LLC,American Signature of Woodbridge, LLC
Issuing Company	EVEREST NATIONAL INSURANCE COMPANY
Policy Effective Date	08/01/2020

General Liability Coverages		
Commercial General Liability		
	General Aggregate	$2,000,000
	Products & Completed Operations	$2,000,000
	Personal Injury & Advertising Injury	$1,000,000
	Each Occurrence	$1,000,000
	Fire Damage Liability Policy Form	$1,000,000
	Medical Payments - Per Person	N/A
	Deductible	N/A
	Self-Insured Retention - Per Occurrence	$25,000
	Self-Insured Retention - Aggregate	$750,000
Employee Benefits Liability		
	Coverage Limit	$1,000,000
	Employee Benefit Liability General Agg Limit	$1,000,000
	Retroactive Date	12/31/2014
	Deductible (Per Wrongful Act)	$1,000
	Premium excluding taxes and surcharges	[redacted]
	Federal Terrorism - CAT	
TOTAL CGL PREMIUM		[redacted]

TERRORISM

Notice- Offer of Terrorism Coverage, Notice - Disclosure of Premium Form EN IL TR 20 01 15, is included in your quote. This notice offers you coverage for certified acts of terrorism. If you accept our offer, a premium quote for this additional coverage is disclosed and applicable terrorism coverage endorsements will be added to your policy. Additionally, as established in the Terrorism Risk Insurance Act of 2002, the notice discloses the Federal Government's participation in payments for terrorism losses under the Federal Program. If you wish to reject this coverage, you must sign and return "Notice- Offer of Terrorism Coverage, Notice - Disclosure of Premium." Endorsement CG 21 73 01 15 - Exclusion Of Certified Acts Of Terrorism (or state-specific equivalent) will be attached to the policy.

EXHIBIT D

STATE OF MICHIGAN COUNTY OF MACOMB 16TH JUDICIAL CIRCUIT	**DISCLOSURE, DISCOVERY AND CASE EVALUATION ORDER**	Case No: **2023-002888-NO**
Plaintiff Name: **DENISE SILOAC**	v	Defendant Name: **VALUE CITY FURNITURE/AMERICAN SIGNATURE INC**

This Disclosure, Discovery and Case Evaluation Order shall govern all parties and their respective counsel.

1. This order shall be binding on all parties in this case, regardless of when they appear in the action.
2. The parties shall provide initial disclosures pursuant to MCR 2.302(A).
3. All discovery, including depositions, interrogatories, medical examination, etc. shall be completed by 04/22/2024. Unless ordered otherwise, a date for the completion of discovery means the serving party shall initiate the discovery by a time that provides for a response or appearance, per these rules, before the completion date. See MCR 2.301(B)(4).
4. Parties have an obligation to supplement disclosures and discovery responses. See MCR 2.302(E).
5. Summary disposition motion(s) must be filed and heard by 07/19/2024.
6. Case evaluation shall occur after the close of discovery. You will receive a notice scheduling the date and time of case evaluation.
7. To the extent not required as initial disclosures, witness lists, including identification of experts and their field of expertise, names and addresses, shall be furnished by plaintiff(s) to defendant(s) on 01/22/2024 and by defendant(s) to plaintiff(s) on 02/05/2024.
8. An extension of the deadlines in this order or a specific discovery schedule differing from this order shall only be granted by order in the discretion of the trial judge.

Dated: October 23, 2023

DIANE M DRUZINSKI
Circuit Court Judge

TRIAL PROCEDURAL ORDER

Go to http://circuitcourt.macombgov.org/circuitcourt-trialprocedures to view the Honorable DIANE M DRUZINSKI's trial requirements.

COUNTY OF MACOMB · STATE OF MICHIGAN

PAUL C DAVIS
31731 Northwestern Hwy
SUITE 233
FARMINGTON HILLS, MI 48334

EXHIBIT E

FILED by Macomb County Circuit Court
4/19/2024 11:15:25 AM
Service, Submitted, and File

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

DENISE SILOAC,

Plaintiff,

vs

VALUE CITY FURNITURE/
AMERICAN SIGNATURE, INC.,
A foreign for-profit corporation,

Defendant.

Case No: 23-002888-NO

Hon. Diane M. Druzinski

Paul C. Davis (P74580)
THE SAM BERNSTEIN LAW FIRM
Attorneys for Plaintiff
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Courtney A. Jones (P69731)
Kallas & Henk, PC
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kchirikas@kallashenk.com -Asst

STIPULATED ORDER TO EXTEND SCHEDULING ORDER DATES

At a session of said Court held in the
County of Macomb, State of Michigan, on:
04/19/2024, 2024

PRESENT: HONORABLE DIANE M. DRUZINSKI
CIRCUIT COURT JUDGE

This matter having come before the Court by stipulation of the parties, and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED that the parties have agreed to extend the Scheduling Order dated October, 2023 by Sixty (60) days to include the following dates:

Current Date:	**Extended to:**
Discovery Cutoff 4/22/24	6/21/24
Summary Disposition Cutoff (Heard By) 7/19/24	9/17/24
Case Evaluation After Close of Discovery	After Close of Discovery

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IT IS HEREBY ORDERED that the parties have agreed to extend all Scheduling Order dates by Sixty (60) days.

IT IS HEREBY ORDERED that the dates in this case shall now be as follows:

Current Date:	**Extended to:**
Discovery Cutoff 4/22/24	6/21/24
Summary Disposition Cutoff (Heard By) 7/19/24	9/17/24
Case Evaluation After Close of Discovery	After Close of Discovery

IT IS SO ORDERED.

This is not a final order and does not close the case.

COUNTY OF MACOMB STATE OF MICHIGAN

Diane M. Druzinski

HONORABLE DIANE M. DRUZINSKI
CIRCUIT COURT JUDGE
04/19/2024

I hereby stipulate to entry of the above Order:

/s/ Paul C. Davis

Paul C. Davis (P74580)
Attorney for Plaintiff

/s/ Courtney A. Jones w/consent 4/12/24

Courtney A. Jones (P69731)
Attorney for Defendant

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
AMERICAN SIGNATURE, INC., et al.,[1]	)	Case No. 25-12105 (JKS)
	)	
Debtors.	)	(Jointly Administered)
	)	
DENISE SILOAC,	)	
	)	**Related Docket No. ___**
Movant,	)	
	)	
v.	)	
	)	
AMERICAN SIGNATURE, INC.,	)	
	)	
Respondent.	)	

ORDER GRANTING MOTION OF DENISE SILOAC FOR RELIEF FROM AUTOMATIC STAY

AND NOW, this ____ day of September 2026, this matter coming before the Court on the *Motion of Denise Siloac for Relief from Automatic Stay* ("Motion")[2] pursuant to 11 U.S.C. § 362 (d); the Court having reviewed the Motion, any objections or responses to the Motion and all related pleadings; and the Court having determined that notice of the Motion was sufficient under the circumstances; and that the legal and factual bases set forth in the Motion establish sufficient cause for the relief granted herein; accordingly,

IT IS HEREBY ORDERED as follows:

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

[2] All capitalized terms in the Order shall have the same meaning ascribed to them in the Motion unless otherwise defined.

1. The Motion is granted as set forth herein.

2. The automatic stay imposed by 11 U.S.C. § 362 (a) in the above-referenced Chapter 11 bankruptcy proceeding is lifted so as to allow Movant to (i) to allow the State Court Action to proceed to final resolution, (ii) to permit Movant to take any actions required to move the State Court Action to final resolution, and (iii) to permit Movant to collect on any judgment rendered (or settlement reached) in her favor from the proceeds of the Insurance Policy (as defined in the Motion) and/or any other applicable insurance coverage owned by the Debtors.

3. The 14-day stay imposed by Fed. R. Bankr. P. 4001(a)(4) is hereby waived. This Order shall become effective immediately upon its entry.

4. This Court shall retain jurisdiction over all matters related to this Order and/or the implementation thereof.

CERTIFICATE OF SERVICE

I, Elihu E. Allinson, III, hereby certify that on the 25th day of August 2026, a copy of the foregoing *Motion of Denise Siloac for Relief from Automatic Stay* was electronically filed and served via CM/ECF on all registered users of that system in accordance with Del. Bankr. L.R. 9036-1(b), and a courtesy copy was served via Electronic Mail on the parties listed below.

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U.S. Trustee:

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Office of the United States Trustee
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August 25, 2026
Date

/s/ E.E. Allinson III
Elihu E. Allinson, III