

**Fill in this information to identify the case:**

United States Bankruptcy Court for the:  
Southern District of New York  
(State)  
Case number (if known): \_\_\_\_\_ Chapter 11

Check if this is an amended filing

Official Form 201  
Voluntary Petition for Non-Individuals Filing for  
Bankruptcy

04/19

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Hollander Sleep Products Canada Limited

2. All other names debtor used in the last 8 years  
 Include any assumed names, trade names, and *doing business as* names

Hollander Canada Home Fashions Limited;  
Hollander Sleep Products Montreal Inc. / Produits de Sommeil Hollander Montreal Inc.;  
LBC Canada Inc.;  
Hollander Sleep Products Quebec Inc. / Produits de Sommeil Hollander Quebec Inc.;  
Louisville Bedding Canada Inc. / Literie Louisville Canada Inc.

3. Debtor's federal Employer Identification Number (EIN) 13902-3477

4. Debtor's address

	<b>Principal place of business</b>	<b>Mailing address, if different from principal place of business</b>
	<u>724 Caledonia Road</u>	
	Number Street	Number Street
		P.O. Box
	<u>Toronto, Ontario, M6B 3X7</u>	
	City State Zip Code	City State Zip Code
		<b>Location of principal assets, if different from principal place of business</b>
	<u>County</u>	Number Street
		City State Zip Code

5. Debtor's website (URL) www.hollander.com

6. Type of debtor

Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

Partnership (excluding LLP)

Other. Specify: \_\_\_\_\_

Debtor Hollander Sleep Products Canada Limited Case number (if known) \_\_\_\_\_  
 Name

**7. Describe debtor's business**

A. *Check One:*

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. *Check all that apply:*

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .  
**4232**

**8. Under which chapter of the Bankruptcy Code is the debtor filing?**

*Check One:*

- Chapter 7
- Chapter 9

Chapter 11. *Check all that apply:*

- Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625 (amount subject to adjustment on 4/01/22 and every 3 years after that).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

No

Yes.

District _____	When _____	Case number _____
	MM/DD/YYYY	
District _____	When _____	Case number _____
	MM/DD/YYYY	

If more than 2 cases, attach a separate list.

**10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?**

No

Yes.

Debtor <u>See Rider 1</u>	Relationship <u>Affiliate</u>
District <u>Southern District of New York</u>	When <u>05/19/2019</u>
Case number, if known _____	MM / DD / YYYY

List all cases. If more than 1, attach a separate list.

Debtor Hollander Sleep Products Canada Limited Case number (if known) \_\_\_\_\_  
 Name

**11. Why is the case filed in this district?**

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**

- No
- Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention? (Check all that apply.)**

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.  
 What is the hazard? \_\_\_\_\_
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other \_\_\_\_\_

**Where is the property?**

Number \_\_\_\_\_ Street \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Is the property insured?**

- No
- Yes. Insurance agency \_\_\_\_\_  
 Contact name \_\_\_\_\_  
 Phone \_\_\_\_\_

**Statistical and administrative information**

**13. Debtor's estimation of available funds**

Check one:

- Funds will be available for distribution to unsecured creditors.<sup>1</sup>
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

**14. Estimated number of creditors (on a consolidated basis)**

- |                                  |   |  |
|----------------------------------|---|--|
| <input type="checkbox"/> 1-49    | <input type="checkbox"/> 1,000-5,000              | <input type="checkbox"/> 25,001-50,000     |
| <input type="checkbox"/> 50-99   | <input type="checkbox"/> 5,001-10,000             | <input type="checkbox"/> 50,001-100,000    |
| <input type="checkbox"/> 100-199 | <input checked="" type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 |   |  |

**15. Estimated assets (on a consolidated basis)**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000          | <input type="checkbox"/> \$1,000,001-\$10 million               | <input type="checkbox"/> \$500,000,001-\$1 billion     |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million              | <input type="checkbox"/> \$1,000,000,001-\$10 billion  |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million             | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion        |

1. Availability of funds to unsecured creditors is subject to ongoing discussions with the debtor's secured creditors who, as of the date hereof, have not agreed to a recovery (other than \$0) for such unsecured creditors.

Debtor Hollander Sleep Products Canada Limited Case number (if known) \_\_\_\_\_  
 Name

- 16. Estimated liabilities (on a consolidated basis)**
- |  |   |  |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000          | <input type="checkbox"/> \$1,000,001-\$10 million               | <input type="checkbox"/> \$500,000,001-\$1 billion     |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million              | <input type="checkbox"/> \$1,000,000,001-\$10 billion  |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million             | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion        |

**Request for Relief, Declaration, and Signatures**

**WARNING --** Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/19/2019  
 MM/ DD / YYYY

**X** /s/ Marc Pfefferle Marc Pfefferle  
 Signature of authorized representative of debtor Printed name

Title Chief Executive Officer

**18. Signature of attorney** **X** /s/ Joshua A. Sussberg Date 05/19/2019  
 Signature of attorney for debtor MM/ DD/YYYY

Joshua A. Sussberg, P.C.  
 Printed name

Kirkland & Ellis, LLP  
 Firm name

601 Lexington Avenue  
 Number Street

New York New York 10022  
 City State ZIP Code

212-446-4800 jsussberg@kirkland.com  
 Contact phone Email address

4216453 New York  
 Bar number State

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

**Rider 1**

**Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Hollander Sleep Products, LLC.

- Hollander Sleep Products, LLC
- Dream II Holdings, LLC
- Hollander Home Fashions Holdings, LLC
- Hollander Sleep Products Canada Limited
- Hollander Sleep Products Kentucky, LLC
- Pacific Coast Feather, LLC
- Pacific Coast Feather Cushion, LLC

Debtor name Hollander Sleep Products, LLC, et al.  
**UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK**  
 Case No. (If known) \_\_\_\_\_

**Official Form 204**

**Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1 Roind Hometex Co Ltd 3225 E Warm Springs Rd Las Vegas, NV 89120	Roind Hometex Co Ltd	Vendor				\$5,655,096.17
2 Funing Jincheng Home Textile Co Ltd Attn: Fn Group 5, Bisheng Neighborhood Committee Funing Economical Devt Zone Jiangsu, 224400 China	Funing Jincheng Home Textile Co Ltd Email: David.Qian@Fw-Textile.Com	Vendor				\$5,273,061.34
3 Invista Inc Attn: Boykin Bank of America P.O. Box, #742926 Atlanta, GA 30374-2926	Invista Inc Tel: 770-792-4192 Email: Danielle.Boykin@INVISTA.COM	Vendor				\$5,023,243.54
4 Hangzhou Chuangyuan Feather Co Ltd Attn: Fumingfang No 5 Xinda Rd Miaojia Village Hangzhou, Suoqian Town China	Hangzhou Chuangyuan Feather Co Ltd Email: fumingfang@cyfeather.cn	Vendor				\$5,001,799.50

Debtor name Hollander Sleep Products, LLC, et al.

Case No. (If known) \_\_\_\_\_

(Continuation Sheet)

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
5 Zhejiang Hengdi Bedding Co Ltd Attn: Terry Wang No 168 Hebeilou Fulo u Village Xintang St Hangzhou China	Zhejiang Hengdi Bedding Co Ltd Email: WANGHR@MAIL.LQFEATHER.COM	Vendor				\$3,882,944.67
6 Zhejiang Liuqiao Home Textile Attn: Zhu Xinfeng Village-Xingtang St Zhejiang Hangzhou, 311201 China	Zhejiang Liuqiao Home Textile Email: amy715@mail.lqfeather.com	Vendor				\$3,465,270.30
7 Wuhu Fine Textile International Trading Co Ltd Attn: Wan 321 Jingxi Rd Wanzhi Town China	Wuhu Fine Textile International Trading Co Ltd Email: Mandy@Ahfantai.Com	Vendor				\$3,419,367.45
8 Packaging Corp Of America Attn: Cerasuolo 36596 Treasury Center Chicago, IL 60694-6500	Packaging Corp Of America Tel: 514 239 3993 Email: Ceraldesign@Hotmail.Com	Vendor				\$3,341,952.45
9 Sun Fiber Sales LLC Attn: Clinton, Ar Contact Rosenthal & Rosenthal Inc P.O. Box 88926 Chicago, IL 60695-1926	Sun Fiber Sales LLC Email: STEFANIE.CLINTON@SUNFIBERLLC.COM	Vendor				\$2,694,931.13

Debtor name Hollander Sleep Products, LLC, et al.

Case No. (If known) \_\_\_\_\_

(Continuation Sheet)

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				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
10 Zhejiang Wanxiang Bedding Co Ltd Attn: Xu Wulian Xintang Xiaosgan Hangzhou Zhejiang China	Zhejiang Wanxiang Bedding Co Ltd Email: MXU@WXBEDDING.COM	Vendor				\$2,492,406.52
11 Wuxi Jielong Textile Co Ltd Attn: Xie Shuang Miao Economic & Development Zone Jiangsu Wuxi, 214187 China	Wuxi Jielong Textile Co Ltd Tel: 510-88086388 Email: jerry@wuxijielong.com	Vendor				\$2,418,091.03
12 Zhejiang Liuqiao Industrial Co Ltd Attn: Sheng 288 Dongkang Rd Xiaoshan District Hangzhou, Zhejiang China	Zhejiang Liuqiao Industrial Co Ltd Email: Shenzf@Mail.Lqfeather.Com	Vendor				\$2,189,154.55
13 Topocean Consolidation Services Attn: Wong 99 W Hawthorne Ave, Ste 604 Valley Stream, NY 11580	Topocean Consolidation Services Tel: 7910112 Email: WILWONG@TOPOCEAN.COM	Vendor				\$1,924,219.39
14 Nap Industries Inc 667 Kent Ave Brooklyn, NY 11249	Nap Industries Inc	Vendor				\$1,882,143.39



Debtor name Hollander Sleep Products, LLC, et al.

Case No. (If known) \_\_\_\_\_

(Continuation Sheet)

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				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
15 The Sea Feather Limited Company Of Luan Attn: Bian East Gaocheng Rd Economic Tech Devt Area Anhui, Luan 237161 China	The Sea Feather Limited Company Of Luan Email: tina.bian@theseafeather.com	Vendor				\$1,840,641.96
16 Hangzhou Huoju Down Products Co Ltd Attn: Wu Xintang Residential Community Xiaoshan District Hangzhou, Zhejiang China	Hangzhou Huoju Down Products Co Ltd Email: Hjwjf@Hzhjr.Com	Vendor				\$1,719,436.11
17 Wujiang City Xinyi Textile Co Ltd Attn: Chen Daxie Village Bali Shengze (South Ring Rd 3) Jiangsu China	Wujiang City Xinyi Textile Co Ltd	Vendor				\$1,718,438.97
18 Anhui Rongdi Down Product Co Ltd Attn: Wei Fudu Industrial Park Anhui, Wuwei China	Anhui Rongdi Down Product Co Ltd Email: waf72211@sina.com	Vendor				\$1,673,141.00
19 Elite Comfort Solutions LLC Attn: Griffith Elite Comfort Solutions LLC P.O. Box 603397 Charlotte, NC 28260-3397	Elite Comfort Solutions LLC Tel: 770-683-8271 Email: pgriffith@elitefoam.com	Vendor				\$1,506,538.35

Debtor name Hollander Sleep Products, LLC, et al.

Case No. (If known) \_\_\_\_\_

(Continuation Sheet)

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
20 Span America Attn: Jackson 70 Commerce Center Greenville, SC 29615	Span America Tel: 678-6978 Email: Cjackson@Spanamerica.Com	Vendor				\$1,440,880.78
21 Stein Fibers Ltd Attn: Sprague, Sales P.O. Box 714522 Cincinnati, OH 45271-4522	Stein Fibers Ltd Tel: 599-2804 Email: Richard@steinfibers.com	Vendor				\$1,225,238.09
22 Cixi Jiangnan Chemical Fiber 159 Lingqiao Rd Ningbo China	Cixi Jiangnan Chemical Fiber	Vendor				\$1,217,846.96
23 Qingdao Fuyuan Arts & Crafts Co Ltd Attn: Cathy Rm 419 No 97 Fuzhou South Rd Qingdao, China	Qingdao Fuyuan Arts & Crafts Co Ltd Email: cathy@qd-fuyuan.com	Vendor				\$1,120,319.13
24 Be Be Jan Pakistan Limited Attn: Bebe Square No 7 Chak No R.B Faisalabad Pakistan	Be Be Jan Pakistan Limited Email: bebe@hollander.com	Vendor				\$1,017,821.47
25 Wuxi Yinxin Printing Co Ltd Attn: Ma Qian Lane Luoshe Town, Wuxi City Jiangsu Province China	Wuxi Yinxin Printing Co Ltd Email: Evanma@Wuxiyinxin.Com	Vendor				\$1,010,717.02

Debtor name Hollander Sleep Products, LLC, et al.

Case No. (If known) \_\_\_\_\_

(Continuation Sheet)

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
26 Nan Ya Plastics Corporation America P.O. Box 402634 Atlanta, GA 30384	Nan Ya Plastics Corporation America	Vendor				\$904,004.64
27 International Paper (Edi) Attn: Davis 6211 Descanso Ave Buena Park, CA 90620	International Paper (Edi) Tel: 512-0404 Email: mary.davis1@ipaper.com	Vendor				\$797,481.18
28 Domfoam Inc Attn: Sansalone 8785 Boul Langelier St Leonard, QC H1P 2C9 Canada	Domfoam Inc Tel: 325-8120 Email: Julie@Domfoam.Com	Vendor				\$760,385.44
29 Hangzhou Huaying Xintang Down Xixu Village Xintang St, Xiaosha Hangzhou, Zhejiang Province China	Hangzhou Huaying Xintang Down	Vendor				\$758,683.47
30 Oracle America Inc Attn: Oracle America Inc P.O. Box 203448 Dallas, TX 75320-3448	Oracle America Inc	Vendor				\$732,377.25
31 Kuehne & Nagel Attn: Kirlew 77 Foster Crescent Mississauga, ON L5R 0K1 Canada	Kuehne & Nagel Tel: 502-4173 Email: Paulette.Kirlew@Huehne-Nagel.Com	Vendor				\$687,576.17

Debtor name Hollander Sleep Products, LLC, et al.

Case No. (If known) \_\_\_\_\_

(Continuation Sheet)

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
32 US CBP 1300 Pennsylvania Ave Nw Washington, DC 20229	US CBP Tel: 1 (877) CBP-5511	Vendor				\$666,199.63
33 Kapstone Container Corp Attn: Brest, Strategic Account Manager 2370 Sullivan Rd College Park, GA 30337	Kapstone Container Corp Tel: 935.8526 Email: mike.brest@kapstonepaper.com	Vendor				\$658,087.04
34 C H Robinson P.O. Box 9121 Minneapolis, MN 55480-9121	C H Robinson	Vendor				\$611,420.25
35 AV Logistics LLC Attn: Palencia P.O. Box 5657 Carol Stream, IL 60197-5657	AV Logistics LLC Tel: 6440936 Email: SPALENCIA@AV-LOGISTICS.COM	Vendor				\$498,586.22
36 Shi International P.O. Box 952121 Dallas, TX 75395-2121	Shi International	Vendor				\$410,744.40
37 Invista Canada P.O. Box B2918U P.O. Box 11585 Montreal, QC H3C 5N7 Canada	Invista Canada Tel: 821-5954 Email: A/R - CHRISTINE	Vendor				\$408,263.53

Debtor name Hollander Sleep Products, LLC, et al.

Case No. (If known) \_\_\_\_\_

(Continuation Sheet)

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				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
38 Zhejiang Saifang Textile Technology Co Ltd Attn: Tang Santou Cun Industrial Park Zhejiang Daicun Town, Hangzhou China	Zhejiang Saifang Textile Technology Co Ltd Email: jasontang@hzsaifang.com	Vendor				\$387,987.72
39 Invista S.A.R.L. 7813 Collections Ctr. Dr Chicago, IL 60693-7913	Invista S.A.R.L.	Vendor				\$336,341.12
40 Progress Container & Display Attn: Markham 635 Patrick Mill Rd Sw Winder, GA 30680	Progress Container & Display Tel: 4252071 Email: TMARKHAM@PROGRESSCONTAINER.COM	Vendor				\$297,160.19
41 Strands Textile Mills Pvt Ltd Attn: Sharma Plot 3 270-271 Sector 4 Gandhidham Guja, 370230 India	Strands Textile Mills Pvt Ltd Email: MERCHANT@STRANDSTEXTILE.COM	Vendor				\$283,940.75
42 Exeter 25 Keystone LLC 101 West Elm Street Suite 600 Conshocken, PA 19428	Exeter 25 Keystone LLC	Vendor				\$276,975.59
43 Printcraft Co Inc 259 City Lake Rd Lexington, NC 27293	Printcraft Co Inc	Vendor				\$270,188.50

Debtor name Hollander Sleep Products, LLC, et al.

Case No. (If known) \_\_\_\_\_

(Continuation Sheet)

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				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
44 Jasztex Fiber Inc Attn: Jakubik, Ar Contact 61 Hymus Ponte-Claire, QC H9R 1E2 Canada	Jasztex Fiber Inc Tel: 697-3096 Email: NATHALIE@JASZTEX.COM	Vendor				\$260,513.71
45 Kamyk Daunens S.R.O. Kamyk Nad Vitavou Cp 179 Pribram, S 262063 Czech Republic	Kamyk Daunens S.R.O.	Vendor				\$254,578.05
46 Navarpluma S.L. Poligono Industrial Arazuri Orcoyen Arazuri, 31170 Spain	Navarpluma S.L.	Vendor				\$244,576.44
47 Majestic/Amb Pico Rivera Assoc Llc 13191 Crossroads Pkwy North City of Industry, CA 91746-3497	Majestic/Amb Pico Rivera Assoc Llc	Vendor				\$238,286.35
48 Polypack Corporation Ltd Attn: Cataldo, General Manager 7900 E Jarry St Montreal, QC H1J 1H1 Canada	Polypack Corporation Ltd Tel: 353-1710 Email: phil500cataldo@gmail.com	Vendor				\$227,485.81
49 Atlas Feather Processing Corp 64 Greenpoint Ave Brooklyn, NY 11222-1504	Atlas Feather Processing Corp	Vendor				\$204,766.17

Debtor name Hollander Sleep Products, LLC, et al. Case No. (If known) \_\_\_\_\_

(Continuation Sheet)

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				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
50 Dusobox Corporation 2501 Investors Row, Ste 500 Orlando, FL 32837	Dusobox Corporation Tel: 800-393-5120	Vendor				\$204,685.78

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	)	Chapter 11
	)	
HOLLANDER SLEEP PRODUCTS CANADA LIMITED,	)	Case No. 19-_____ (___)
	)	
Debtor.	)	

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**LIST OF EQUITY SECURITY HOLDERS<sup>2</sup>**

<b>Debtor</b>	<b>Equity Holders</b>	<b>Address of Equity Holder</b>	<b>Percentage of Equity Held</b>
Hollander Sleep Products Canada Limited	Dream II Holdings, LLC	330 Madison Avenue, 27th Floor, New York, New York 10017	100%

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<sup>2</sup> This list serves as the disclosure required to be made by the debtor pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the chapter 11 case.



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	)	Chapter 11
	)	
HOLLANDER SLEEP PRODUCTS CANADA LIMITED,	)	Case No. 19-_____ (___)
	)	
Debtor.	)	

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**CORPORATE OWNERSHIP STATEMENT**

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

<b>Shareholder</b>	<b>Approximate Percentage of Shares Held</b>
Dream II Holdings, LLC	100%
Sentinel Dream II Holdings, LLC	84%

Fill in this information to identify the case and this filing:		
Debtor Name	Hollander Sleep Products Canada Limited	
United States Bankruptcy Court for the:	Southern District of New York	NY
Case number (If known):		(State)

**Official Form 202**

**Declaration Under Penalty of Perjury for Non-Individual Debtors** 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration List of Equity Security Holders, Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

05/19/2019  
MM/ DD/YYYY

/s/ Marc Pfefferle

Signature of individual signing on behalf of debtor

Marc Pfefferle

Printed name

Chief Executive Officer

Position or relationship to debtor

**HOLLANDER SLEEP PRODUCTS CANADA LIMITED**

**WRITTEN CONSENT OF THE  
BOARD OF DIRECTORS IN LIEU OF MEETING**

**MAY 18, 2019**

Effective as of the date written above, the undersigned, being all of the directors (collectively, the “Board”) of Hollander Sleep Products Canada Limited (the “Company”) **HEREBY CONSENT** to the taking of the following actions and **HEREBY ADOPT** the following resolutions by unanimous written consent (this “Written Consent”) pursuant to the organizational documents of the Company and the *Business Corporations Act* (British Columbia);

WHEREAS, the Board of the Company has considered presentations by the management and the financial and legal advisors of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to them, and the effect of the foregoing on the Company’s business;

WHEREAS, the Company and certain of its affiliates (together, the “Restructuring Parties”) have negotiated a restructuring support agreement (the “RSA”), a substantially final copy of which has been provided to the Board, with certain of the holders of Hollander Sleep Products, LLC’s secured term loan facility and their majority equityholder, which agreement contemplates a comprehensive restructuring of the Restructuring Parties’ capital structure on the terms set forth therein;

WHEREAS, Matthew R. Kahn, in his role as the sole member (the “Independent Member”) of the Independent Committee (as defined in that certain Resolution of the Directors dated May 17, 2019), has determined that entry into the RSA and the DIP Financing (as defined herein) are Conflict Matters (as defined in that certain Resolution of the Directors dated May 17, 2019);

WHEREAS, in the business judgment of the Independent Member, on behalf of the Board, it is desirable, and in the best interests of the Company, its creditors, and other parties in interest, to enter into the RSA and DIP Financing; and

WHEREAS, the Board of the Company has consulted with the management and the financial and legal advisors of the Company and fully considered each of the strategic alternatives available to the Company and, in the judgment of the Board of the Company, it is desirable and in the best interests of the Company to file for relief under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”).

**NOW, THEREFORE, BE IT,**

**Restructuring Support Agreement; Chapter 11 Plan**

**RESOLVED**, the Company is hereby authorized and directed to finalize, execute and deliver the RSA, and the Company's performance of its obligations under the RSA, including the negotiation and documentation of a plan of reorganization in connection with the Chapter 11 Case (as defined below), and all exhibits, schedules, attachments, and ancillary documents or agreements related thereto, is, in all respects, approved and authorized.

**Chapter 11 Filing**

**RESOLVED**, that the Company shall be, and hereby is, authorized and directed to file or cause to be filed a voluntary petition for relief (the "Chapter 11 Case") under the provisions of chapter 11 of title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and

**RESOLVED**, that any officers or directors of the Company (collectively, the "Authorized Signatories"), acting alone or with one or more other Authorized Signatories be, and they hereby are, authorized, empowered, and directed to execute and file on behalf of the Company all motions, affidavits, papers, documents, or other filings, and to take any and all actions that they deem necessary or proper to obtain or in furtherance of such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business.

**Retention of Professionals**

**RESOLVED**, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP (together, "Kirkland") as general bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings, and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Kirkland.

**RESOLVED**, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") as acting Canadian counsel to represent and assist the Company in carrying out its duties under the *Companies' Creditors Arrangement Act* (Canada) ("CCAA"), and to take any and all actions to advance the Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings, and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Osler.

**RESOLVED**, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ the firm Carl Marks Advisory Group LLC (“Carl Marks”) to provide interim management services to represent and assist the Company in carrying out its duties under the Bankruptcy Code and the CCAA, and to take any and all actions to advance the Company’s rights and obligations, and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Carl Marks.

**RESOLVED**, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ the firm Houlihan Lokey Capital, Inc. (“Houlihan”), as financial advisor and investment banker to represent and assist the Company in carrying out its duties under the Bankruptcy Code and the CCAA, and to take any and all actions to advance the Company’s rights and obligations, and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Houlihan.

**RESOLVED**, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ the firm of Omni Management Group (“Omni”) as notice and claims agent to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company’s rights and obligations, and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of Omni.

**RESOLVED**, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ the firm of Proskauer Rose LLP (“Proskauer”) as counsel to the Company to act solely at the direction of the Independent Committee in accordance with the delegation of conflict matters to the Independent Committee, and to take any and all actions to advance the Company’s rights and obligations, and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of Proskauer.

**RESOLVED**, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code and the CCAA, and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary.

**RESOLVED**, that each of the Authorized Signatories be, and they hereby are, with power of delegation, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial

advisors, and other professionals and to take and perform any and all further acts and deeds that each of the Authorized Signatories deem necessary, proper, or desirable in connection with the Company's Chapter 11 Case (including ancillary CCAA proceedings), with a view to the successful prosecution of such case.

### **Debtor-in-Possession Financing, Cash Collateral, and Adequate Protection**

**RESOLVED**, that the Company will obtain benefits from (a) the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) that certain Term Loan Credit Agreement, dated as of June 9, 2017 (as amended from time to time), by and among Hollander Sleep Products, LLC, as borrower, and its subsidiaries as borrowers or guarantors, certain lenders party thereto, and Barings Finance, LLC, in its capacity as lender and administrative agent and (ii) that certain Third Amended and Restated Credit Agreement, dated as of June 9, 2017 (as amended from time to time), by and among Dream II Holdings, LLC, as borrower, and its subsidiaries as borrowers or guarantors, certain lenders party thereto, and Wells Fargo Bank, National Association, in its capacity as agent and (b) the incurrence of debtor-in-possession financing obligations (the "DIP Financing").

**RESOLVED**, that to use and obtain the benefits of (a) the DIP Financing and (b) the Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Company will provide certain liens, claims, and adequate protection to the Secured Lenders (the "DIP Obligations"), as documented in a proposed interim order (the "Interim DIP Order") and submitted for approval to the Bankruptcy Court.

**RESOLVED**, that the form, terms, and provisions of the Interim DIP Order to which the Company is or will be subject, and the actions and transactions contemplated thereby be, and hereby are, authorized, adopted, and approved, and each of the Authorized Signatories of the Company be, and hereby is, authorized and empowered, in the name of and on behalf of the Company, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which the Company is or will be a party, including, but not limited to, any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof submitted to the Board of the Company, with such changes, additions, and modifications thereto as the officers of the Company executing the same shall approve, such approval to be conclusively evidenced by such officers' execution and delivery thereof.

**RESOLVED**, that the Company, as debtor and debtor in possession under the Bankruptcy Code be, and hereby is, authorized to incur the DIP Obligations and certain obligations related to the DIP Financing and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Document (collectively, the "DIP Transactions"), including granting liens on its assets to secure such obligations.

**RESOLVED**, that the Authorized Signatories of the Company be, and they hereby are, authorized and directed, and each of them acting alone hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions as in their discretion are determined to be necessary, desirable, or appropriate and execute the DIP Transactions, including delivery of: (a) the DIP Documents; (b) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by the agents; and (c) such forms of deposit, account control agreements, officer's certificates, and compliance certificates as may be required by the DIP Documents.

**RESOLVED**, that each of the Authorized Signatories of the Company be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Company to file or to authorize the agents to file any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation, and any necessary assignments for security or other documents in the name of the Company if the agents deem it necessary or appropriate to perfect any lien or security interest granted under the Interim DIP Order, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired," and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of intellectual and other property of the Company, in each case as the agents may reasonably request to perfect the security interests of the agents under the Interim DIP Order or any of the other DIP Documents.

**RESOLVED**, that each of the Authorized Signatories of the Company be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Company to take all such further actions, including, without limitation, to pay or approve the payment of all fees and expenses payable in connection with the DIP Transactions and all fees and expenses incurred by or on behalf of the Company in connection with the foregoing resolutions, in accordance with the terms of the DIP Documents, which shall in their sole judgment be necessary, desirable, proper, or advisable to perform any of the Company's obligations under or in connection with the Interim DIP Order or any of the other DIP Documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions.

## **General**

**RESOLVED**, that, in addition to the specific authorizations heretofore conferred upon each Authorized Signatory, each Authorized Signatory (and his designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further actions, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents with such additions, deletions, amendments, modifications, or other changes as such Authorized Signatory may approve, and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Signatory's (or his designee's or delegate's) judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein, such determination to be conclusively evidenced by such Authorized Signatory's execution and

delivery of any of the agreements, certificates, instruments, or other documents or the taking of any such action.

**RESOLVED**, that the Board of the Company has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Company, or hereby waives any right to have received such notice.

**RESOLVED**, that all acts, actions, and transactions relating to the matters contemplated or implied by the foregoing resolutions done in the name of and on behalf of the Company by any director, officer, employee or agent of the Company, or any person or persons designated and authorized to act on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized and adopted in advance by resolution of the Board of the Company.

**RESOLVED**, that each Authorized Signatory (and his designees and delegates) be, and hereby is, authorized and empowered to take all actions, or to not take any action, in the name of the Company, with respect to the transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment, as may be necessary or convenient to effectuate the purposes of the transactions contemplated herein.

This Written Consent may be executed in originals or electronically in as many counterparts as may be required; all counterparts shall collectively constitute one and the same Written Consent.

\* \* \* \* \*



**IN WITNESS WHEREOF**, the undersigned have executed this Written Consent as of the date first written above and adopt the foregoing resolutions.

**HOLLANDER SLEEP  
PRODUCTS CANADA LIMITED**



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Name: Eric D. Bommer  
Title: Director

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Name: Michael J. Fabian  
Title: Director

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Name: Matthew Kahn  
Title: Director

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PRODUCTS CANADA LIMITED**

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