

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	
)	
RYNE JOSEPH VITUG,)	Case No. 25-13120
)	Chapter 11 (Subchapter V)
Debtor.)	Hon. David D. Cleary
_____)	

**SUPPLEMENTAL DECLARATION OF ADAM GOODMAN IN SUPPORT OF
DEBTOR'S APPLICATION TO EMPLOY
GOODMAN TOVROV HARDY & JOHNSON LLC
AS SPECIAL COUNSEL**

I, Adam Goodman, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am an attorney and a partner at the law firm of Goodman Tovrov Hardy & Johnson LLC ("Goodman Tovrov"), which maintains an office for the practice of law at 105 W. Madison St., Suite 2300, Chicago, IL 60602. I am a member in good standing of the Illinois Bar. There are no disciplinary proceedings pending against me.

2. I submit this Supplemental Declaration pursuant to sections 327(e), 328(A), and 330 of title 11, United States Code (the "Bankruptcy Code"), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules"), and rule 2016-1 of the Local Rules of Bankruptcy Practice and Procedures for the United States Bankruptcy Court for the Northern District of Illinois (the "Local Rules") in further support of the *Debtor's Application to Employ Goodman Tovrov Hardy & Johnson LLC as Special Counsel* (the "Application") filed by the Debtor on September 10, 2025 [Docket No. 22].

3. On September 28, 2025, I prepared an engagement letter setting forth in writing the proposed terms and conditions of my employment as special counsel for the Debtor during these

bankruptcy proceedings, subject to this Court's approval, and on September 30, 2025, the Debtor accepted those terms and conditions and countersigned the engagement letter. A copy of the fully executed engagement letter is attached hereto as "Exhibit 1" and incorporated by reference.

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

Dated: September 30, 2025
Chicago, IL

/s/Adam Goodman
Adam Goodman

Exhibit 1 – Engagement Agreement



GOODMAN TOVROV
HARDY & JOHNSON
LLC

105 W. Madison, Suite 2300
Chicago, Illinois 60602
Fax: (312) 264-2535

Adam Goodman
Tel: (312) 238-9592
agoodman@goodtov.com

IDENTIFICATION OF PARTIES

This agreement is made between Ryne Vitug as Chapter 11 debtor ("Client") and Goodman Tovrov Hardy & Johnson LLC ("Law Firm").

1. LEGAL SERVICES TO BE PROVIDED

The legal services to be provided by Law Firm to Client are as follows:

Continued representation after a bankruptcy petition in any manner requested by David Christian or Ryne Vitug and approved by the Court. Initially, services will consist of having

three lawsuits in the Circuit Court of Cook County stayed due to the bankruptcy and prosecuting an appeal of a denial of unemployment compensation to Ryne Vitug. Subject to Court approval, the terms of this document are intended to apply, retroactively, to the date of the bankruptcy petition.

2. RESPONSIBILITIES OF LAW FIRM AND CLIENT

Law Firm will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Law Firm and keep Law Firm reasonably informed of developments and of Client's address, telephone numbers and whereabouts.

3. ATTORNEYS' FEES

Subject to required court approval, Client will pay Law Firm for attorneys' fees for the legal services provided under this agreement at the respective hourly rates of the individuals providing the services.

Law Firm will charge in increments of one-tenth of an hour, rounded off for each activity to the nearest one-tenth of an hour. The minimum time charged for any activity will be one tenth of an hour.

Law Firm will charge for all activities undertaken in providing legal services to Client under this agreement, including but not limited to the following: conferences, court sessions, correspondence, legal research, preparation of motions and briefs (including drafting and editing), and telephone conversations, whether initiated by Client or the Law Firm. Client acknowledges that Law Firm has made no promises about the total amount of attorneys' fees to be incurred by client under this agreement.

4. COSTS

Subject to required court approval, Client will pay all costs in connection with Law Firm's representation of Client under this agreement. Costs will be advanced by Law Firm and then billed to Client. Costs include but are not limited to the following: court filing fees, messenger service fees, expert witness fees, necessary travel expenses, and other related charges.

5. STATEMENT AND PAYMENTS

All billing will be via fee petition and subject to court approval, until and unless the Court approves a plan of reorganization that provides for some other method of bill submission and approval.

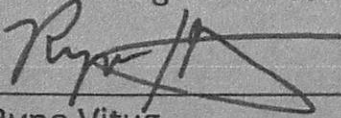
6. DISCHARGE OF LAW FIRM

Client may discharge Law Firm at any time by written notice effective when received by Law Firm and approved by the Court.

7. WITHDRAWAL OF LAW FIRM

Law Firm may seek to withdraw at any time consistent with the Illinois Rules of Professional Conduct and other applicable rules.

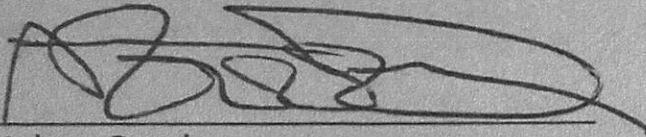
I acknowledge and accept the terms of the representation outlined above.



Ryne Vitug

09-30-2025

Date



Adam Goodman

September 28, 2025

Date