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Proposed Counsel for Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re: :
 : **Chapter 11**
 :
HOPEMAN BROTHERS, INC., : **Case No. 24-32428 (___)**
 :
 : **Debtor.** :
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**APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE APPOINTMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA
VERITA GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF
THE PETITION DATE; AND (II) GRANTING RELATED RELIEF**

Hopeman Brothers, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”), respectfully represents as follows in support of this application (the “Application”):

RELIEF REQUESTED

1. The Debtor hereby seeks entry of an order:
 - (a) authorizing the appointment of Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”) as claims and noticing agent effective as of the petition date; and
 - (b) granting related relief.



2. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A** (the “Proposed Retention Order”). The proposed terms of Verita’s retention are set forth in the Services Agreement annexed hereto as **Exhibit B** (the “Services Agreement”) and, in support of this Application, the Debtor submits Verita’s declaration annexed hereto as **Exhibit C** (the “Gershbein Declaration”).

JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. This is a core proceeding pursuant to 28 U.S.C. § 157, and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are section 156(c) of title 28 of the United States Code, section 105(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 2002-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Local Rules”).

BACKGROUND

5. On June 30, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court commencing this chapter 11 case.

6. The Debtor continues to manage its business as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in this chapter 11 case.

7. Additional information regarding the Debtor’s business and the circumstances leading to the commencement of this chapter 11 case is set forth in detail in the *Declaration of Christopher Lascell in Support of Chapter 11 Petition and First Day Pleadings of Hopeman Brothers, Inc.* (the “First Day Declaration”), filed contemporaneously herewith and incorporated herein by reference.

VERITA’S QUALIFICATIONS

8. Verita is a chapter 11 administrator with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Verita has experience in matters of this size and complexity, and has acted as the official claims and noticing agent (the “Claims Agent”) in many bankruptcy cases in districts nationwide—including in this district. *See e.g., In re Enviva Inc.*, Case No. 24-10453 (BFK) [Docket No. 87] (Bankr. E.D. Va. Mar. 14, 2024); *In re Cano Health, Inc.*, Case No. 24-10164 (KBO) [Docket No. 79] (Bank. D. Del. Feb. 6, 2024); *In re Aldrich Pump LLC*, Case No. 20-30608 (JCW) [Docket No. 111] (Bankr. W.D.N.C. Jun. 25, 2020); *In re Alpha Nat. Res., Inc.*, Case No. 15-33896 (KRH) [Docket No. 93] (Bankr. E.D. Va. Aug. 5, 2016); *In re AMF Bowling Worldwide, Inc.*, Case No. 12-36495 (KRH) [Docket No. 61] (Bankr. E.D. Va. Nov. 14, 2012).

9. By appointing Verita as the Claims Agent in this chapter 11 case, the distribution of notices and the processing of claims will be handled efficiently and expeditiously. Furthermore, Verita’s appointment would relieve the Office of the Clerk of the Bankruptcy Court (the “Clerk”) of the administrative burden of processing claims.

SERVICES TO BE PROVIDED

10. Verita, in its role as Claims Agent, will assume full responsibility for the distribution of notices, balloting and solicitation, and the maintenance, processing, and docketing of any proofs of claim filed in the Debtor’s chapter 11 case. Specifically, in accordance with the

Services Agreement, Verita will perform the following tasks (the “Services”) as Claims Agent, as well as quality control relating thereto:

- (a) assist the Debtor with preparation and distribution of required notices and documents in this chapter 11 case in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtor and/or the Court, including (i) notice of the commencement of the case and the initial meeting of creditors under section 341(a) of the Bankruptcy Code, (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtor’s plan of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of the plan, and (vii) all other notices, orders, pleadings, publications and other documents as the Debtor or Court may deem necessary or appropriate for an orderly administration of the cases;
- (b) maintain an official copy of the Debtor’s schedules of assets and liabilities and statement of financial affairs (collectively, “Schedules”), listing the Debtor’s known creditors and the amounts owed thereto;
- (c) maintain (i) a list of all potential creditors, equity holders, and other parties-in-interest and (ii) a “core” mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the Clerk;
- (d) furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court and notify said potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be affected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (e) maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) for *all* notices, motions, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;

- (g) process all proofs of claim, including those received by the Clerk, and check said processing for accuracy and maintain the original proofs of claim in a secure area;
- (h) maintain the official claims register for the Debtor on behalf of the Clerk (the “Claims Register”);
- (i) upon the Clerk’s request, provide the Clerk with a certified, duplicate unofficial Claims Register and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) address for payment, if different from the notice address, (v) the amount asserted, (vi) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, *etc.*) and (vii) any disposition of the claim;
- (j) provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- (k) implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original claims;
- (l) record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Verita, not less than weekly;
- (n) upon completion of the docketing process for all claims received to date, turn over to the Clerk copies of the Claims Register for the Clerk’s review (upon the Clerk’s request);
- (o) monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (p) identify and correct any incomplete or incorrect addresses in any mailing or service lists (to the extent such information is available);
- (q) assist in the dissemination of information to the public and respond to requests for administrative information regarding this chapter 11 case as directed by the Debtor or the Court, including through the use of a case website and/or call center;
- (r) provide docket updates via email to parties who subscribe for such service on the Debtor’s case website;
- (s) act as the Debtor’s balloting and solicitation agent;
- (t) comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements in

connection with the services rendered pursuant to the Services Agreement;

- (u) if this chapter 11 case is converted to a chapter 7 case, contact the Clerk's office within three (3) days of the notice to Verita of entry of the order converting the case;
- (v) thirty (30) days prior to close of the case, to the extent practicable, request that the Debtor submit to the Court a proposed order dismissing Verita and terminating its services upon completion of Verita's duties and responsibilities and upon the closing of the case;
- (w) within seven (7) days of notice to Verita of entry of an order closing this chapter 11 case, provide to the Court the final version of the Claims Register as of the date immediately before the close of the cases;
- (x) at the close of the chapter 11 case: (i) box and transport all original documents, in proper format, as provided by the Clerk and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims; and
- (y) the Claims Register shall be opened to the public for examination without charge during regular business hours and on a case-specific website maintained by Verita.

11. The Services described are necessary to the administration of this chapter 11 case. Appointing Verita as Claims Agent is in the best interest of the Debtor's estate because the administration of this case will be expedited by relieving the Debtor and the Debtor's professionals of handling these administrative services.

PROFESSIONAL COMPENSATION

12. The fees to be charged by Verita in connection with this chapter 11 case are set forth in the Services Agreement. The Debtor respectfully submits that Verita's rates are competitive and comparable to the rates its competitors charge for similar services.

13. The Debtor requests that the undisputed fees and expenses incurred by Verita in the performance of its Services be treated as administrative expenses of the Debtor's chapter 11 estate pursuant to section 156(c) of title 28 of the United States Code and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court. Verita agrees to maintain records of all Services showing dates, categories of

services, fees charged and expenses incurred, and to serve monthly invoices on the Debtor, the office of the United States Trustee for the Eastern District of Virginia (the “U.S. Trustee”), counsel for the Debtor, counsel for any official committee monitoring the expenses of the Debtor, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or monthly invoices, the parties will meet and confer in an attempt to resolve the dispute. If the parties are unable to reach a resolution, they may seek resolution of the matter from the Court.

14. Before the Petition Date, the Debtor provided Verita a retainer in the amount of \$40,000. Verita seeks to apply the retainer first to all prepetition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Services Agreement during this chapter 11 case as security for the payment of fees and expenses incurred under the Services Agreement.

15. Additionally, under the terms of the Services Agreement, the Debtor has agreed to indemnify, defend, and hold harmless Verita and its members, officers, employees, representatives, and agents under certain circumstances specified in the Services Agreement, except in circumstances resulting solely from Verita’s gross negligence or willful misconduct or as otherwise provided in the Services Agreement or Proposed Retention Order. The Debtor believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims Agent in this chapter 11 case.

DISINTERESTEDNESS

16. Although the Debtor does not propose to employ Verita under section 327 of the Bankruptcy Code, Verita has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest identified by the Debtor. To the best of the Debtor’s knowledge, information, and belief, and except as disclosed in the Gershbein

Declaration, Verita has represented that it neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed.

17. Moreover, in connection with its retention as Claims Agent, Verita represents in the Gershbein Declaration, among other things, the following:

- (a) Verita is not a creditor of the Debtor;
- (b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims Agent in this chapter 11 case;
- (c) by accepting employment in this chapter 11 case, Verita waives any rights to receive compensation from the United States government in connection with this chapter 11 case;
- (d) in its capacity as the Claims Agent in this chapter 11 case, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (e) Verita will not employ any past or present employees of the Debtor in connection with its work as the Claims Agent in this chapter 11 case;
- (f) Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- (g) in its capacity as Claims Agent in this chapter 11 case, Verita will not intentionally misrepresent any fact to any person;
- (h) Verita shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
- (i) Verita will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of section 156(c) of title 28 of the United States Code; and
- (j) None of the Services provided by Verita as Claims Agent in this chapter 11 case shall be at the expense of the Clerk's office.

18. As set forth in the Gershbein Declaration, Verita represents that it does not have any relationships with creditors or other parties in interest in this chapter 11 case that would present a disqualifying conflict of interest.

19. Verita will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

BASIS FOR RELIEF

20. Rule 2002 of the Bankruptcy Rules generally regulates what notices must be given to creditors and other parties in interest in bankruptcy cases. Under rule 2002, the Court may direct that some person other than the Clerk of the Court give notice of the various matters described below. See Fed. R. Bankr. P. 2002.

21. Furthermore, section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use “facilities” or “services” other than the Clerk’s Office for administration of bankruptcy cases. It states:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

22. Accordingly, rule 2002 of the Bankruptcy Rules and section 156(c) of title 28 of the United States Code empower the Court to use outside agents and facilities for claims, noticing and administrative purposes, provided that the Debtor’s estate pays the cost of such service.

23. Additionally, section 105(a) of the Bankruptcy Code provides this Court with the power to appoint Verita as the Debtor’s Claims Agent in this chapter 11 case, effective as of the Petition Date. Section 105(a) of the Bankruptcy Code empowers the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

24. Although the Debtor has not yet filed its schedules of assets and liabilities, the Debtor anticipates that there will be a significant number of entities to be noticed. In view of the number of anticipated claimants, the Debtor submits that the appointment of a Claims Agent is both necessary and in the best interests of both the Debtor's estate and its creditors.

25. Accordingly, the Debtor respectfully requests entry of the Proposed Retention Order authorizing the Debtor to retain and employ Verita to act as Claims Agent as of the Petition Date.

NOTICE

26. Notice of this Application will be given to: (a) the Office of the United States Trustee for the Eastern District of Virginia; (b) the 20 law firms with the largest number of asbestos personal injury claims currently pending against the Debtor; (c) the 20 law firms that represent clients with, collectively, the largest unpaid settlement amounts; (d) counsel to the Chubb Settling Insurers; and (e) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, under the circumstances, no other or further notice is required.

WAIVER OF SEPARATE MEMORANDUM OF POINTS AND AUTHORITIES

27. The Debtor respectfully requests that the Court regard any argument and citations set forth herein as a written memorandum of facts, reasons, and authorities that has been combined with the relief requested herein, as permitted by Local Bankruptcy Rule 9013-1(F)(1). Alternatively, the Debtor respectfully requests that the Court waive any requirement set forth in Local Bankruptcy Rule 9013-1(F)(1) that this Application be accompanied by such a written memorandum.

NO PREVIOUS REQUEST

28. No previous request for the relief sought herein has been made by the Debtor to this or any other court.

WHEREFORE, the Debtor respectfully requests that the Court enter the Proposed Retention Order granting the relief requested in this Application and such other and further relief as may be just and proper.

Dated: June 30, 2024
Richmond, Virginia

/s/ Henry P. (Toby) Long, III

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Proposed Counsel for the Debtor and Debtor in Possession

Exhibit A

Proposed Retention Order

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Proposed Counsel for Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re: : **Chapter 11**
:
: **HOPEMAN BROTHERS, INC.,** : **Case No. 24-32428 (___)**
:
: **Debtor.** :
:
:
:

ORDER (I) AUTHORIZING THE APPOINTMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE; AND (II) GRANTING RELATED RELIEF

Upon the application (the "Application")¹ of the above-captioned debtor in the above-captioned chapter 11 case (the "Debtor") for entry of an order (this "Order") (i) authorizing the appointment of Verita as claims and noticing agent effective as of the petition date and (ii) granting related relief, all as more fully set forth in the Application; and the Court having reviewed the Application; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. § 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this order, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. Notwithstanding the terms of the Services Agreement attached to the Application, the Application is approved solely as set forth in this Order.

2. The Debtor is authorized to retain and employ Verita as Claims Agent effective as of the Petition Date, under the terms of the Services Agreement, and Verita is authorized and directed to perform the Services, as set forth in the Services Agreement, including, without limitation, noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in this chapter 11 case, and all related tasks, all as described in the Application and Services Agreement.

3. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in this chapter 11 case and is authorized and directed to maintain an official claims register for the Debtor, to provide public access to every proof of claim unless otherwise ordered by this Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. Verita is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim. Verita shall

provide public access to the claims register, including complete proofs of claim with attachments, if any, without charge.

5. Verita is authorized to take such other action to comply with all duties set forth in the Application.

6. The Debtor is authorized to compensate Verita in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Verita shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtor, the office of the United States Trustee for the Eastern District of Virginia, counsel for the Debtor, and any party-in-interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Services Agreement or monthly invoices; provided that the parties may seek resolution of the matter from this Court if a resolution is not achieved. If an objection has been raised, the Debtor may not pay the objected to amount pending agreement of the parties or entry of an order of this Court authorizing payment. Notwithstanding anything to the contrary contained in the Services Agreement no late charges shall accrue on any invoices.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Verita as Claims Agent under this Order shall be an administrative expense of the Debtor's estate.

10. Verita may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Verita may hold its retainer under the Services Agreement during the chapter 11 case as security for the payment of fees and expenses incurred under the Services Agreement.

11. The Debtor shall indemnify Verita under the terms of the Services Agreement as modified by this Order.

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

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

14. Notwithstanding anything contained in the Application, Gershbein Declaration, or the Services Agreement to the contrary, any limitation of liability shall be of no force or effect during the chapter 11 cases.

15. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in this chapter 11 case (that order having become a final order no longer subject to appeal), and (b) the entry of an order closing this chapter 11 case, Verita believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, or reimbursement obligations under the Services Agreement (as modified by this Order), including the advancement of defense costs, Verita must file an application in this Court, and the Debtor may not pay any such amounts to Verita before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by any Indemnified Party for indemnification, contribution, or reimbursement.

16. Verita shall not cease providing claims processing services during the chapter 11 case for any reason, including nonpayment, without an order of this Court.

17. If Verita is unable to provide the services set out in this Order, Verita will immediately notify the Clerk and Debtor's counsel and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims, noticing, and solicitation agent with the advice and consent of the Clerk and Debtor's counsel.

18. Notwithstanding any term in the Services Agreement to the contrary, the Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order during the course of these bankruptcy cases.

19. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

20. If there are any inconsistencies between the Services Agreement, the Application, and this Order, then this Order shall govern.

21. The requirement under Local Rule 9013-1(F) to file a memorandum of law in connection with the Application is waived.

22. The Debtor and Verita are authorized to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Application.

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

Dated: _____, 2024
Richmond, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/ Henry P. (Toby) Long, III

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Proposed Counsel for the Debtor and Debtor in Possession

**CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)**

I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Henry P. (Toby) Long, III

Exhibit B

Services Agreement



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 15th day of May 2024, between Hopeman Brothers, Inc. (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, “KCC”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

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

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

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

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

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

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



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services at the rates and prices set by KCC that are in effect as of the date of this Agreement and in accordance with the KCC Fee Structure and set forth on **Exhibit A**. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. KCC reserves the right to reasonably increase its prices, charges and rates; provided, however, that if any such increase exceeds 10%, KCC will give thirty (30) days written notice to the Company.

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

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

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

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. KCC's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and KCC reasonably believes it will not be paid, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1.5%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the



KCC AGREEMENT FOR SERVICES

Bankruptcy Court seeking entry of an order or orders approving this Agreement (the “Retention Order”). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$40,000 (the “Retainer”) that may be held by KCC as security for the Company’s payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, KCC will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

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

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

IV. NON-SOLICITATION

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

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency



KCC AGREEMENT FOR SERVICES

or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

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

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Company's bankruptcy case.

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

VII. SYSTEM IMPROVEMENTS

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



KCC AGREEMENT FOR SERVICES

VIII. BANK ACCOUNTS

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

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

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

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

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

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



KCC AGREEMENT FOR SERVICES

X. FORCE MAJEURE

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

XI. INDEPENDENT CONTRACTORS

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

XII. NOTICES

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

| | |
|---|--------------|
| Kurtzman Carson Consultants LLC | Company |
| 222 N. Pacific Coast Highway, 3rd Floor | Address |
| El Segundo, CA 90245 | City, ST Zip |
| Attn: Drake D. Foster | Attn: |
| Tel: (310) 823-9000 | Tel: |
| Fax: (310) 823-9133 | Fax: |
| E-Mail: dfoster@kccllc.com | |

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

XIII. APPLICABLE LAW

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

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this



KCC AGREEMENT FOR SERVICES

Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

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

XVI. ASSIGNMENT

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

XVII. ATTORNEYS' FEES

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

[SIGNATURE PAGE FOLLOWS]



KCC AGREEMENT FOR SERVICES

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

Kurtzman Carson Consultants LLC

A handwritten signature in black ink, appearing to read "Evan Gershbein", is written over a horizontal line.

BY: Evan Gershbein DATE: 5/15/24

TITLE: EVP, Corporate Restructuring Services

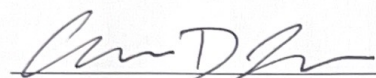
Company

BY: DATE:
TITLE:



KCC AGREEMENT FOR SERVICES

Company

 5/15/24
BY: DATE:
TITLE: *President*



KCC AGREEMENT FOR SERVICES

Exhibit A

Schedule of Rates



Fee Structure

| Consulting Services & Rates ¹ | |
|---|--------------------|
| Position | Hourly Rate |
| Analyst | \$25.50 - \$51.00 |
| <p>The Analyst processes incoming mail, including proofs of claim, ballots, creditor correspondence and returned mail. Also assists with the generation of mailing services.</p> | |
| Technology/Programming Consultant ² | \$29.75 - \$80.75 |
| <p>The Technology/Programming Consultant assists with complex system requests, including unique claim/ballot reporting and custom website updates.</p> | |
| Consultant/Senior Consultant/Director | \$55.25 - \$204.00 |
| <p>The Consultant is the day-to-day contact for mailings, including the preparation and filing of affidavits of service (a critical due process component). He/she also responds to creditor and counsel inquiries, maintains the public access website, identifies actionable pleadings (i.e., claims objections, notices of transfer, withdrawals, etc.) and updates the official claims register. KCC's Consultants average over six years of experience.</p> <p>The Senior Consultant manages the various data collection processes required by the chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports. KCC's Senior Consultants average over seven years of experience.</p> <p>The Director is the primary contact for the company, counsel and other professionals and oversees and supports the entirety of an engagement. KCC's Directors average over twelve years of experience and are generally former practitioners.</p> | |
| Securities/Solicitation Consultant | \$208.25 |
| <p>The Securities Director/Solicitation Consultant is the day-to-day contact and acts as advisor on transactions including balloting with treatment election, rights offers, exchange offers and complex plan distributions. This position handles service of related materials to banks, brokers and agents and manages tabulation and audit processes, preparing detailed reporting of results. In addition, the Solicitation Consultant provides support on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p> | |
| Securities Director/Solicitation Lead | \$212.50 |
| <p>The Solicitation Lead/Securities Director oversees all activities of the group and provides counsel with respect to solicitation and noticing events ensuring that processes employed are effective and practical for securities depositories, bank, brokers, nominees and their agents. In addition, the Solicitation Lead provides counsel on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p> | |
| Weekend, holidays and overtime | Waived |

¹ Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.

² Certain technology development fees may be applicable.



Fee Structure

| Printing Services & Noticing Services | |
|---|---|
| Printing | \$0.12 per image (volume discounts apply) |
| Document folding and inserting | Waived |
| Envelopes | Varies by size |
| E-mail noticing | Waived ³ |
| Fax noticing | \$0.05 per page |
| Public Securities Events | Varies by Event |
| Claim Acknowledgement Card | Waived |
| Insert creditor information into customized documents | Waived |
| Newspaper and legal notice publishing | Quote prior to publishing |

| Claims Administration & Management Expenses | |
|--|-----------------------------|
| License fee and data storage | \$0.10 per record per month |
| Database and system access (unlimited users) | Waived |
| Custom client reports | Waived |
| Access to KCC CaseView (secure, password protected) | Waived |
| <ul style="list-style-type: none"> • Proprietary, secured, password protected portal for unlimited users • Comprehensive case data, including extensive real time analytics on claim, solicitation and processing information • Functionality to run or request customized reports summarizing case analytics | |

| KCC eServices | |
|--|--------|
| Case website set up & hosting | Waived |
| Automated updates of case docket and claims register | Waived |
| Online claims filing (ePOC) | Waived |

| Document Management/Imaging | |
|--|---------------------------|
| Electronic imaging (scanning & bar coding) | \$0.10 per imaged page |
| Virtual Data Room | Quote prior to VDR set-up |
| CD-ROMS (mass document storage) | Varies upon requirements |

³ A set-up fee for email services larger than 50 parties may apply. This set-up fee varies depending on the total number of parties.



Fee Structure

| Call Center Support Services | |
|---|---------------------------------------|
| Case-specific voice-mail box for creditors | Waived |
| Interactive Voice Response ("IVR") | Set-up and per minute fee waived |
| Monthly maintenance charge | Waived |
| Management of Call Center | Standard hourly rates |
| Disbursements | |
| Check issuance | Quote prior to printing |
| W-9 mailing and maintenance of TIN database | See hourly rates and noticing charges |

Exhibit C

Gershbein Declaration

HUNTON ANDREWS KURTH LLP
Joseph P. Rovira (*pro hac vice* pending)
Catherine A. Rankin (*pro hac vice* pending)
600 Travis Street, Suite 4200
Houston, Texas 77002
Telephone: (713) 220-4200

HUNTON ANDREWS KURTH LLP
Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Telephone: (804) 788-8200

Proposed Counsel for Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re: : **Chapter 11**
:
HOPEMAN BROTHERS, INC., : **Case No. 24-32428 (___)**
:
Debtor. :
:
:
:

**DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF
APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE APPOINTMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA
GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION
DATE; AND (II) GRANTING RELATED RELIEF**

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

1. I am an Executive Vice President of Corporate Restructuring Services for Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), a chapter 11 administrative services firm whose offices are located 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245. Except as otherwise noted in this declaration (the “Declaration”), I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.¹

¹ Certain of the disclosures herein relate to matters within the knowledge of other professionals at Verita and are based on information provided by them.

2. This Declaration is made in support of the *Debtor's Application for Entry of an Order (I) Authorizing the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date; and (II) Granting Related Relief* (the "Application"),² filed contemporaneously herewith, for an order authorizing the employment and retention of Verita as claims and noticing agent ("Claims Agent"), effective as of the date of commencement of the Debtor's chapter 11 case and in accordance with the terms and conditions set forth in that certain Services Agreement dated as of May 15, 2024, between Hopeman Brothers, Inc. and Verita (the "Services Agreement").

3. As agent and custodian of the Court records pursuant to section 156 of title 28 of the United States Code, Verita will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the "Clerk's Office"), the noticing and claims related services specified in the Application and the Services Agreement. In addition, Verita will perform such other administrative, technical, and support services specified in the Application and the Services Agreement.

4. Verita is a chapter 11 administrator with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Verita has experience in matters of this size and complexity, and has acted as the official Claims Agent in many bankruptcy cases in districts nationwide—including in this district. *See e.g., In re Enviva Inc.*, Case No. 24-10453 (BFK), Doc. No. 87 (Bankr. E.D. Va. Mar. 14, 2024); *In re Cano Health, Inc.*, Case No. 24-10164 (KBO), Doc. No. 79 (Bank. D. Del. Feb. 6, 2024); *In re Aldrich Pump LLC*, Case No. 20-30608 (JCW), Doc. No. 111 (Bankr. W.D.N.C. Jun. 25, 2020); *In re Alpha Nat. Res., Inc.*, Case No. 15-33896 (KRH), Doc. No. 93 (Bankr. E.D. Va. Aug. 5,

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

2016); *In re AMF Bowling Worldwide, Inc.*, Case No. 12-36495 (KRH), Doc. No. 61 (Bankr. E.D. Va. Nov. 14, 2012).

5. Verita represents, among other things, the following:
 - (a) Verita is not a creditor of the Debtor;
 - (b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims Agent in this chapter 11 case;
 - (c) by accepting employment in this chapter 11 case, Verita waives any rights to receive compensation from the United States government in connection with this chapter 11 case;
 - (d) in its capacity as the Claims Agent in this chapter 11 case, Verita will not be an agent of the United States and will not act on behalf of the United States;
 - (e) Verita will not employ any past or present employees of the Debtor in connection with its work as the Claims Agent in this chapter 11 case;
 - (f) in its capacity as Claims Agent in this chapter 11 case, Verita will not intentionally misrepresent any fact to any person;
 - (g) Verita shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers; and
 - (h) None of the Services provided by Verita as Claims Agent in this chapter 11 case shall be at the expense of the Clerk's office.

6. Though not required for Verita's retention as Claims Agent, in connection with the preparation of this declaration, I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the "Potential Parties in Interest") in this chapter 11 case. The list of Potential Parties in Interest was provided by the Debtor and included, among other parties, the Debtor, current officers, directors and equity holders of the Debtor, the 20 law firms with the largest number of clients asserting asbestos-related claims against the Debtor, the 20 law firms that represent clients with, collectively, the largest unpaid settlement amounts, and the Debtor's insurers. The results of the conflict check were compiled and reviewed by Verita

professionals under my supervision. At this time, and as set forth in further detail herein, Verita is not aware of any connection that would present a disqualifying conflict of interest.

7. To the best of my knowledge, and based solely upon information provided to me by the Debtor, and except as provided herein, neither Verita, nor any of its professionals, has any materially adverse connection to the Debtor, its creditors, or other relevant parties. Verita may have relationships with certain of the Debtor's creditors as vendors in connection with cases in which Verita serves or has served in a neutral capacity as claims and noticing agent or administrative advisor for another chapter 11 debtor.

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

9. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita's parent entities, affiliates, and subsidiaries and (ii) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as set

forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections.

10. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

11. Verita has and will continue to represent clients in matters unrelated to this chapter 11 case. In addition, Verita has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the Debtor's case in matters unrelated to these cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in this chapter 11 case, which services do not directly relate to, or have any direct connection with, the chapter 11 case of the Debtor.

12. To the best of my knowledge, neither Verita nor any of its employees represent any interest materially adverse to the Debtor's estate with respect to any matter upon which Verita is to be engaged. Based on the foregoing, I believe that Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

13. In performing the services of Claims Agent, Verita will charge the Debtor the rates set forth in the Services Agreement.

14. Before the Petition Date, the Debtor provided Verita a retainer in the amount of \$40,000 which, as of the Petition Date, has not been drawn upon.

15. Verita will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of section 156 of title 28 of the United States Code.

16. Pursuant to section 1746 of title 28 of the United States Code, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Dated: June 30, 2024
Richmond, Virginia

/s/ Evan Gershbein

Evan Gershbein
Executive Vice President
Kurtzman Carson Consultants, LLC
dba Verita Global