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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 (___)**
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 : **Debtor.** :
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**MOTION OF THE DEBTOR FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING DEBTOR TO USE EXISTING BANK ACCOUNTS AND BUSINESS
FORMS; AND (II) GRANTING THE DEBTOR AN EXTENSION OF TIME TO
COMPLY WITH SECTION 345(b) OF THE BANKRUPTCY CODE**

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 motion (the “Motion”):

RELIEF REQUESTED

1. The Debtor hereby seeks entry of interim and final orders:
 - (a) authorizing the Debtor to maintain and use existing bank accounts (and, together with any accounts opened after the commencement of this case, the “Bank Accounts”) and business forms, and
 - (b) if the Court determines the Debtor is not in compliance with section 345(b) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), with respect to any account, granting the Debtor a 45-day extension from the commencement of this case to comply with such requirements.



2. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A** (the “Proposed Interim Order”).

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 sections 105(a), 345, 363(c)(1) and 364 of the Bankruptcy Code.

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 Debtor’s Chapter 11 Petition and First Day Pleadings* (the “First Day Declaration”), filed contemporaneously herewith and incorporated herein by reference.

THE DEBTOR'S CASH MANAGEMENT SYSTEM

A. The Debtor's Historical Cash Management System

8. For many years after ceasing active business operations, the Debtor continued to exist primarily to address and defend against asbestos-related claims, pay settled claims and professional fees and expenses, and collect available insurance proceeds. The Debtor maintained bank accounts and investment accounts at various financial institutions to provide for the collection, investment and disbursement of its cash.

9. One of these accounts was at PNC Bank (Account No. 6132),¹ which was owned and used by the Debtor's third-party claims administrator, Special Claims Services, Inc. ("SCS"), to facilitate the administration and settlement of asbestos-related claims (the "PNC Claims Administration Account"). SCS would pay from the PNC Claims Administration Account the expenses of administering the claims, including but not limited to the fees and costs for reviewing claims, defending litigation, storing business records of the Debtor, and assisting the Debtor in seeking insurance reimbursement for its liability payments and defense costs and expenses. In addition, SCS would pay settled claims from the PNC Claims Administration Account on behalf of the Debtor, and insurers making payments to the Debtor would send those funds to the Debtor through the PNC Claims Administration Account.

10. The Debtor previously had an operating account at Truist Bank (Account No. 7053). The Debtor also had an investment account at Deutsche Bank (Account No. 3965) through a prior financial advisor, Hirtle Callaghan, and separate investment accounts at Wells Fargo and RW Baird that either had small or zero balances.

¹ The full account numbers have been, or will be, made available to the Office of the United States Trustee, but have been truncated herein for security reasons.

11. In addition, there are four other accounts that are not controlled by the Debtor but in which the Debtor may have had or may have an interest. Prior to the commencement of the case and pursuant to agreements with certain claimants' counsel, the Debtor deposited funds into a trust account at The Peoples Bank (Acct No. TPB-769) (the "Peoples Bank Trust Account"). Pursuant to the agreements, the funds in the Peoples Bank Trust Account are maintained and held by an escrow agent to settle certain asbestos-related claims, and signatures from two different claimants' counsel are required before disbursements can be made from this account. The Peoples Bank Trust Account currently has a balance of approximately \$313,000, and the Debtor believes it should have a reversionary interest in the funds in this account following compliance with its obligations under the agreement.

12. The three other accounts the Debtor does not control but had an interest in pre-petition were opened pursuant to agreements between the Debtor and certain insurers. Those insurers deposited funds into three (3) trust accounts (the "PNC Trust Accounts") at PNC Bank (Account Nos. 9568, 9431 and 7867). Pursuant to the agreements with these insurers, the Debtor was authorized to, and did, use the funds in the PNC Trust Accounts to settle or litigate certain asbestos-related claims, and the PNC Trust Accounts were maintained and held by separate trustees. As of the Petition Date, no funds remain in the PNC Trust Accounts and the applicable insurers are not required to make any additional deposits into the PNC Trust Accounts.²

13. While the Peoples Bank and PNC Trust Accounts are not the Debtor's Bank Accounts, and the Debtor seeks no relief herein with respect to the Peoples Bank and PNC Trust

² The related trusts automatically terminate upon final disposition of the funds contained in the applicable Trust Account, and the trustee is required to close the Trust Accounts upon termination of the trusts. As such, the Trust Accounts have been, or should be, closed by the trustees.

Accounts, the Debtor identifies these accounts herein solely to provide a full picture of the Debtor's prepetition cash management system.

B. New Citizens Bank Accounts and Closing of Historical Bank Accounts

14. In furtherance of its goal to implement an orderly liquidation and dissolution through this chapter 11 case, the Debtor worked prior to the Petition Date to centralize its cash, eliminate unnecessary accounts, and move its cash into an institution that has been approved as an authorized depository by the U.S. Trustee for the Eastern District of Virginia.

15. In particular, in the weeks just prior to the Petition Date, the Debtor opened and currently maintains two new Bank Accounts. Namely, the Debtor now has (i) a checking account, Account No. 8043, at Citizens Bank (the "Operating Account"), and (ii) a money market account, Account No. 7845, also at Citizens Bank (the "Investment Account"), and together with the Operating Account, the "Citizens Accounts").

16. The Debtor transferred prepetition, or is in the process of transferring, the funds in the PNC Claims Administration Account, the Truist account and the Deutsche Bank investment account, into the Operating and Investment Accounts. The Debtor intends to pay all administrative expenses from the Operating Account and to deposit into that account any additional indemnity or defense cost payments it may receive from its insurers. The Operating Account currently has a balance of approximately \$193,397.55.

17. The Investment Account will be used to earn a safe return on a portion of the Debtor's cash prior to the time it is needed in the Operating Account to cover administrative expenses. The Investment Account currently has a balance of approximately \$1,701,118.27.

18. The Debtor's new Citizens Accounts were opened to and will (i) provide an efficient method of collecting, transferring and disbursing funds; (ii) establish procedures and

controls necessary to account for funds in an accurate manner; (iii) facilitate meeting the Debtor's financial obligations; and (iv) centralize the Debtor's cash through its Operating and Investment Accounts at an institution that has been approved as an authorized depository by the U.S. Trustee for the Eastern District of Virginia. The Debtor maintains current and accurate accounting records of cash transactions, and submits that preservation of its Citizens Accounts will prevent undue disruption to the Debtor's efforts in this chapter 11 case, while protecting the Debtor's cash for the benefit of the estate.

19. The Debtor is in the process of closing all its Bank Accounts other than the Citizens Accounts.

C. The Debtor's Checks and Other Pre-Printed Business Forms

20. The Debtor also uses checks and other pre-printed business forms. To minimize expenses to the Debtor's estate, the Debtor requests that the Court authorize the Debtor to continue to use all correspondence and business forms as such forms were in existence immediately before the Petition Date, without reference to the Debtor's status as a debtor in possession, rather than require the Debtor to incur the expense and delay of ordering entirely new business forms as would be required under the U.S. Trustee Guidelines (defined below). To the extent the Debtor exhausts its existing supply of business forms during this chapter 11 case, the Debtor will transition to using checks and other business forms with the designation "Debtor in Possession" and the corresponding bankruptcy case number on all such checks and other business forms.

BASIS FOR RELIEF

21. The Office of the United States Trustee (the "U.S. Trustee") has established operating guidelines for debtors-in-possession to facilitate the administration of chapter 11 cases (the "U.S. Trustee Guidelines"). These guidelines provide that chapter 11 debtors must: (a) close all existing bank accounts and open new debtor in possession bank accounts; (b) establish a

separate general operating account for the purpose of paying bills incurred during the administration of the case; (c) establish a separate account for the payment of taxes; (d), if necessary, establish a separate payroll account; and (e) acquire new checks for all debtor in possession accounts which bear the designation “Debtor in Possession,” the bankruptcy case number, and the type of account. For the reasons set forth herein, the Debtor submits that it is appropriate for the Court to grant the Debtor a waiver of the requirements of the U.S. Trustee’s Guidelines to the extent they prohibit the Debtor from continuing to utilize its existing Citizens Accounts and pre-printed forms as its cash management system.

A. The Debtor Should Be Granted Authority to Maintain Its Existing Bank Accounts

22. The Debtor seeks a waiver of the requirements of the U.S. Trustee Guidelines to the extent they require that the Debtor open new bank accounts and close its existing Bank Accounts. Such requirements would cause unnecessary expense and have limited value in this case since the Debtor no longer is operating a business and the majority of the payments from the Operating Account likely will be to fund professional fees and expenses approved by the Court and quarterly U.S. Trustee fees until and unless the Debtor has approval to fund its proposed liquidation trust. The Debtor will not be interfacing with customers or suppliers who may not know of its status as a debtor in possession. The Debtor already has taken appropriate steps to ensure all of its funds are held in the Citizens Accounts, and will continue to be held in the Citizens Accounts, at a depository that has been approved as an authorized depository by the U.S. Trustee for the Eastern District of Virginia. Thus, the Debtor submits that it is appropriate that it be permitted to continue to maintain its existing Bank Accounts.³

³ The Debtor reserves its right to close the Citizens Accounts and open new accounts as may be necessary in the Debtor’s business discretion and in the ordinary course. The Debtor also shall provide notice to the U.S. Trustee of the closing or opening of any such accounts.

23. Accordingly, the Debtor requests that its existing Bank Accounts be deemed debtor in possession accounts and that the maintenance and continued use of such accounts, in the same manner and with the same account numbers, styles, and document forms as those employed during the prepetition period, be authorized.

24. Bankruptcy courts in Virginia have recognized that, in complex chapter 11 cases, strict enforcement of the requirement that a debtor in possession close its bank accounts and open new bank accounts in accordance with the U.S. Trustee Guidelines does not serve the rehabilitative purpose of chapter 11. Accordingly, bankruptcy courts in Virginia have waived this requirement and replaced it with more effective procedures similar to those requested by this Motion. *See, e.g., In re Enviva Inc.*, Case No. 24-10453 (BFK) (Bankr. E.D. Va. Mar. 15, 2024); *In re Chinos Holdings, Inc.*, Case No. 20-32181 (KLP) (Bankr. E.D. Va. May 5, 2020); *In re Pier 1 Imports, Inc.*, Case No. 20-30805 (KRH) (Bankr. E.D. Va. Mar. 13, 2020); *In re Health Diagnostic Laboratory, Inc.*, Case No. 15-32919 (KRH) (Bankr. E.D. Va. June 10, 2015). Similar authorization is appropriate in this chapter 11 case.

B. The Debtor Should Be Authorized to Use Its Existing Business Forms

25. To avoid unnecessary expense and distractions, the Debtor requests that it be authorized to continue to use its business forms substantially in the forms existing immediately before the Petition Date, without reference to its status as a debtor in possession. Furthermore, the Debtor, as a non-operating entity, has few business relationships, and the parties it conducts business with (such as law firms) are expected to be well aware of the Debtor's status as a debtor in possession.

26. Any benefits of the Debtor's strict compliance with the U.S. Trustee Guidelines would be outweighed by the resulting expense, inefficiency, and disruption to the Debtor.

C. The Banks Should Be Authorized to Continue to Treat, Service and Administer the Bank Accounts in the Ordinary Course of Business

27. The Debtor also seeks entry of an order granting the banks authority to continue to treat, service and administer the Bank Accounts as accounts of the Debtor as a debtor in possession without interruption and in the usual and ordinary course, and to receive, process and honor and pay any and all postpetition checks, drafts, wires or ACH Transfers drawn on the Bank Accounts by the holders or makers thereof, as the case may be, to the extent the Debtor has good funds standing to its credit with such bank.

28. The Debtor requests that the Court grant relief from the U.S. Trustee Guidelines to the extent they require the Debtor to make all disbursements by check. In particular, the U.S. Trustee Guidelines require that all receipts and all disbursements of estate funds must be made by check with a notation representing the reason for the disbursement.

29. Notwithstanding anything to the contrary in any other order of this Court, the Debtor requests that the banks be authorized to accept and honor all representations from the Debtor as to which checks, drafts, wires or ACH Transfers should be honored or dishonored consistent with any order of this Court and governing law, whether such checks, drafts, wires or ACH Transfers are dated prior to, on or subsequent to the Petition Date. Pursuant to the relief requested in this Motion, the banks shall not be liable to any party on account of (a) following the Debtor's instructions or representations as to any order of this Court, (b) the honoring of any prepetition check or item in a good faith belief that the Court has authorized such prepetition check or item to be honored or (c) an innocent mistake made despite implementation of reasonable item handling procedures.

30. The Debtor further requests that any payment from a Bank Account at the request of the Debtor made by a bank prior to the Petition Date (including any ACH Transfer such Bank

is or becomes obligated to settle), or any instruments issued by such bank on behalf of the Debtor pursuant to a “midnight deadline” or otherwise, be deemed to be paid prepetition, whether or not actually debited from such Bank Account prepetition.

E. An Extension of Time to Comply with Section 345(b) of the Bankruptcy Code is Warranted

31. To the best of the Debtor’s knowledge, each Bank Account is maintained at a bank that is insured by the Federal Deposit Insurance Corporation (the “FDIC”) and, therefore, complies with section 345(b) of the Bankruptcy Code. Moreover, the Debtor’s Operating and Investment Accounts are maintained at Citizens Bank, which has been approved by the U.S. Trustee for the Eastern District of Virginia as an authorized depository.

32. Nevertheless, if the Court determines the Debtor is not in compliance with section, the Debtor seeks a 45-day extension of the time to comply with section 345(b) of the Bankruptcy Code, without prejudice to the Debtor’s ability to seek a further extension or final waiver of those requirements. During the extension period, the Debtor proposes to engage the U.S. Trustee in discussions to determine what modifications to its cash management system, if any, would be appropriate under the circumstances.

33. Section 345(a) of the Bankruptcy Code governs a debtor’s deposit and investment of cash during its chapter 11 case and authorizes such deposits or investments as will “yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” 11 U.S.C. § 345(a). To the extent such deposits or investments are not “insured or guaranteed by the United States or by a department, agent or instrumentality of the United States or backed by the full faith and credit of the United States,” section 345(b) of the Bankruptcy Code requires that a debtor obtain from the “entity with which the money is deposited or invested a bond

in favor of the United States [that is] secured by the undertaking of a[n] [adequate] corporate surety . . . unless the court for cause orders otherwise.” 11 U.S.C. § 345(b).

34. Here, the Bank Accounts are held at large institutions with strong bank ratings and, moreover, the Operating and Investment Accounts are held at Citizens Bank, a bank that has been approved as an authorized depository by the U.S. Trustee for the Eastern District of Virginia.

35. Therefore, the Debtor believes that any funds that are deposited in the Bank Accounts are secure, and the Debtor is in compliance with section 345 of the Bankruptcy Code with respect to such Bank Accounts. In a chapter 11 case such as this one, strict adherence to the requirements of section 345(b) of the Bankruptcy Code would be inconsistent with the value-maximizing purpose of chapter 11 by unduly hampering a debtor’s ability under section 345(a) to invest money such “as will yield the maximum reasonable net return on such money.” As a result, in 1994, to avoid “needlessly handcuff[ing] larger, more sophisticated debtors,” Congress amended section 345(b) to provide that its strict investment requirements may be waived or modified if the court so orders “for cause.” 140 Cong. Rec. H. 10,767 (Oct. 4, 1994).

36. The Debtor satisfies the requirements necessary to obtain an extension of time to comply with section 345(b) of the Bankruptcy Code.

INTERIM ORDER

37. The Debtor initially seeks the relief requested in this Motion substantially in the form of the Proposed Interim Order. Within three business days after entry of the Proposed Interim Order, the Debtor will serve a copy of the Proposed Interim Order and this Motion on (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) the banks where the Debtor maintains its Bank Accounts.

38. The Debtor requests that the deadline to file an objection (“Objection”) to the approval of this Motion on a final basis shall be 4:00 p.m. (prevailing Eastern Time) on a date established by the Court that is at least seven calendar days prior to the hearing scheduled by the Court with respect to the relief sought herein on a final basis (the “Objection Deadline”). An Objection shall be considered timely only if, on or prior to the Objection Deadline, it is (a) filed with the Court and (b) served upon and actually received by (i) the U.S. Trustee, the Office of the United States Trustee for the Eastern District of Virginia, 701 East Broad Street, Suite 4304, Richmond, VA 23219, Attn: Kathryn R. Montgomery, email: kathryn.montgomery@usdoj.gov; (ii) proposed counsel to the Debtor, Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219, Attn: Tyler P. Brown and Henry P. (Toby) Long, III, email: tpbrown@huntonAK.com and hlong@huntonAK.com; (iii) proposed counsel to the Debtor, Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas, Attn: Joseph P. Rovira and Catherine A. Rankin, email: josephrovira@huntonAK.com and crankin@huntonAK.com; and (iv) the attorneys for any official committee of unsecured creditors, if then appointed in this case, on or before the Objection Deadline.

39. The Debtor requests authority, unless otherwise ordered by the Court, to file and serve a reply to any Objection with the Court on or before 12:00 p.m. (prevailing Eastern Time) on the day that is at least one business day before the scheduled hearing date.

40. The Debtor also requests authority, if no Objections are timely filed and served as set forth herein, on or after the Objection Deadline, to submit to the Court a final order substantially in the form of the Interim Order granting the relief requested herein on a final basis, which order

shall be submitted and may be entered with no hearing and no further notice or opportunity to be heard afforded to any party. If an Objection is timely filed, a hearing will be held at a date and time to be established by the Court.

41. The foregoing notice procedures satisfy Bankruptcy Rule 9014 by providing the counterparties with notice and an opportunity to object and be heard at a hearing. *See, e.g., In re Drexel Burnham Lambert*, 160 B.R. 729, 734 (S.D.N.Y. 1993) (an opportunity to present objections satisfies due process); *In re Colorado Mountain Cellars, Inc.*, 226 B.R. 244, 246 (D. Colo. 1998) (a hearing is not required to satisfy Bankruptcy Rule 9014). Furthermore, the proposed notice procedures protect the due process rights of the parties in interest without unnecessarily exposing the Debtor's estate to unwarranted administrative expenses.

NECESSITY FOR IMMEDIATE RELIEF

42. Bankruptcy Rule 6003 provides that “[e]xcept to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, issue an order granting . . . (b) a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition” If the Debtor is not permitted to continue to use its Bank Accounts, it would cause immediate and irreparable harm by disabling the Debtor from using its cash to pay administrative expenses incurred in the ordinary course of business. Accordingly, the relief requested herein is consistent with Bankruptcy Rule 6003, and the Court should authorize the Debtor's continued use of its Bank Accounts and pre-printed forms.

WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h)

43. The Debtor requests that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtor has established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

WAIVER OF SEPARATE MEMORANDUM OF POINTS AND AUTHORITIES

44. 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 Debtors respectfully request that the Court waive any requirement set forth in Local Bankruptcy Rule 9013-1(F)(1) that this Motion be accompanied by such a written memorandum.

NOTICE

45. Notice of this Motion 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; (e) the banks where the Debtor maintains its Bank Accounts; and (f) 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.

NO PREVIOUS REQUEST

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

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WHEREFORE, the Debtor respectfully requests that the Court enter the Proposed Order, granting the relief requested in this Motion 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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- and -

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Proposed Counsel for the Debtor and Debtor in Possession

Exhibit A

Proposed Interim 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.** :
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:
:

INTERIM ORDER (I) AUTHORIZING DEBTOR TO MAINTAIN EXISTING BANK ACCOUNTS AND BUSINESS FORMS; AND (II) GRANTING THE DEBTOR AN EXTENSION OF TIME TO COMPLY WITH THE REQUIREMENTS OF SECTION 345(b) OF THE BANKRUPTCY CODE

Upon the motion (the “Motion”)¹ of the above-captioned debtor in the above-captioned chapter 11 case (the “Debtor”) for entry of an interim order (this “Interim Order”) (i) authorizing the Debtor to maintain existing Bank Accounts and business forms, and (ii), if the Court determines the Debtor is not in compliance with section 345(b) of the Bankruptcy Code, granting the Debtor a 45-day extension from the Petition Date (as defined below) to comply with such requirements, all as more fully set forth in the Motion; and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28

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

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 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 Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion 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. The Motion is granted on an interim basis.
2. The Debtor is authorized and empowered, but not directed, to continue to maintain, operate and make transfers under its existing cash management system.
3. The Debtor is authorized and empowered, but not directed, to continue to maintain the Bank Accounts with the same names and account numbers as existed immediately prior to this chapter 11 case.
4. Any requirement to establish separate accounts for tax payments is waived.
5. The Debtor is authorized to deposit funds in and withdraw funds from the Bank Accounts by all usual means, including, but not limited to, checks, wire transfers, electronic funds transfers, automated clearing house transfers (“ACH Transfers”) and other debits, and to otherwise treat the prepetition Accounts for all purposes as debtor in possession accounts.
6. The Debtor is authorized to direct banks and the banks are authorized and directed to pay all obligations in accordance with this or any separate order of this Court.

7. All banks with which the Debtor maintains the Bank Accounts are authorized and directed to continue to maintain, service and administer the Bank Accounts. Notwithstanding anything to the contrary in any other order of this Court, the banks (a) are authorized to accept and honor all representations from the Debtor as to which checks, drafts, wires or ACH Transfers should be honored or dishonored, consistent with any order of this Court and governing law, whether such checks, drafts, wires or ACH Transfers are dated prior to, on or subsequent to the Petition Date, and whether the banks believe the payment is or is not authorized by an order of this Court and (b) have no duty to inquire as to whether such payments are authorized by an order of this Court.

8. The banks shall not be liable to any party on account of (a) following the Debtor's instructions or representations as to any order of this Court, (b) the honoring of any prepetition check or item in a good faith belief that the Court has authorized such prepetition check or item to be honored or (c) an innocent mistake made despite implementation of reasonable item handling procedures.

9. The Debtor is authorized to continue to use its existing business forms, including without limitation its existing check stock, which forms shall not be required to include the legend "Debtor in Possession" or other similar legend.

10. Any payment from a Bank Account at the request of the Debtor made by a bank prior to the Petition Date (including any ACH Transfer such bank is or becomes obligated to settle), or any instruments issued by such bank on behalf of any Debtor pursuant to a "midnight deadline" or otherwise, shall be deemed to be paid prepetition, whether or not actually debited from the Bank Account prepetition.

11. The Debtor is authorized to open any new bank accounts or close any existing bank accounts as they may deem necessary and appropriate in its sole discretion; *provided* that written notice thereof shall be provided to the U.S. Trustee and any official committee appointed in this chapter 11 case.

12. To the extent any Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code, the Debtor shall have 45 days (or such additional time as to which the U.S. Trustee may agree) from the Petition Date within which to either come into compliance with section 345(b) of the Bankruptcy Code or to make such other arrangements as agreed to by the U.S. Trustee, and such extension is without prejudice to the Debtor's right to request a further extension or waiver of the requirements of section 345(b) of the Bankruptcy Code.

13. Within three business days after entry of this Interim Order, the Debtor shall serve a copy of this Interim Order and the Motion on (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) the banks where the Debtor maintains its Bank Accounts.

14. Any objection to the relief requested in the Motion on a permanent basis must, by 4:00 p.m. (prevailing Eastern Time) on [_____] (the "Objection Deadline"), be: (a) filed with the Court and (b) actually received by (i) the U.S. Trustee, the Office of the United States Trustee for the Eastern District of Virginia, 701 East Broad Street, Suite 4304, Richmond, VA 23219, Attn: Kathryn R. Montgomery, email: kathryn.montgomery@usdoj.gov, (ii) proposed counsel to the Debtor, Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd

Street, Richmond, Virginia 23219, Attn: Tyler P. Brown and Henry P. (Toby) Long, III, email: tpbrown@huntonAK.com and hlong@huntonAK.com; (iii) proposed counsel to the Debtor, Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas, Attn: Joseph P. Rovira and Catherine A. Rankin, email: josephrovira@huntonAK.com and crankin@huntonAK.com; and (iv) the attorneys for any official committee of unsecured creditors, if then appointed in this case, on or before the Objection Deadline.

15. A reply to an Objection may be filed with the Court and served on or before 12:00 p.m. (prevailing Eastern Time) on the day that is at least one business day before the hearing date set forth below.

16. If a timely objection is received there shall be a hearing held on _____, 2024, at _____ (prevailing Eastern Time) to consider such timely objection to the Motion.

17. If no Objections are timely filed and served as set forth herein, the Debtor shall, on or after the Objection Deadline, submit to the Court a final order substantially in the form of this Interim Order, which order shall be submitted and may be entered with no further notice or opportunity to be heard afforded any party, and the Motion shall be approved, on a final basis, retroactive to the date of the commencement of this chapter 11 case.

18. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order.

19. The notice procedures set forth in the Motion are good and sufficient notice and satisfy Bankruptcy Rule 9014 by providing the counterparties with notice and an opportunity to object and be heard at a hearing.

20. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

21. Notwithstanding entry of this Interim Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

22. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

23. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

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

25. The Debtor is authorized to take all actions necessary or appropriate to implement the relief granted in this Interim Order in accordance with the Motion.

26. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: _____, 2024
Richmond, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

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

Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
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- and -

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Catherine A. Rankin (*pro hac vice* pending)
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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