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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 (KLP)**
 :
 : **Debtor.** :
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**APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF HUNTON ANDREWS KURTH LLP
AS ITS COUNSEL EFFECTIVE AS OF THE PETITION DATE**

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. By this Application, the Debtor seeks entry of an order: (a) authorizing the Debtor to retain and employ Hunton Andrews Kurth LLP (“Hunton” or the “Firm”) as its counsel effective as of the Petition Date (defined below); and (b) granting related relief.

2. In support of this Application, the Debtor relies on the Declaration of Tyler P. Brown (the “Brown Declaration”), annexed to this Application as **Exhibit A**, and the Declaration



of Christopher Lascell, President of the Debtor (the “Lascell Declaration”), annexed to this Application as **Exhibit B**.

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

JURISDICTION AND VENUE

4. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 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.

5. The bases for the relief requested in this Application are sections 327(a) and 329 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2016-1 and 2016-2 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Local Rules”).

6. The Debtor consents to the entry of a final order by this Court in connection with this Application to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection with this Application consistent with Article III of the United States Constitution.

BACKGROUND

7. 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.

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

9. 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.* [Docket No. 8] (the "First Day Declaration"),¹ which is fully incorporated herein by reference.

BASIS FOR RELIEF

A. HUNTON ANDREWS KURTH LLP

10. Hunton is an international law firm with thirteen domestic and six international offices. The attorneys at Hunton have experience in bankruptcy cases of the size and complexity of this chapter 11 case. In addition, Hunton is a full service law firm with attorneys experienced in, among other disciplines, commercial, products liability and insurance coverage litigation, corporate transactions, lending, real estate, tax, labor, health care, environmental law, and federal and state regulatory matters.

11. The Debtor has chosen Hunton as its bankruptcy counsel and desires to employ and retain Hunton as its attorneys in this chapter 11 case.

12. The retention of Hunton as bankruptcy counsel is necessary and appropriate given Hunton's specialized knowledge of bankruptcy laws, the Bankruptcy Local Rules, and local procedures in this district. In particular, Hunton's lawyers have extensive experience handling

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

bankruptcy cases of the size and complexity of this chapter 11 case, and also have experience practicing before this Court and have the resources and ability to respond quickly to any contingency, emergency hearings, or other matters that may arise in this chapter 11 case.

13. Accordingly, Hunton has the requisite expertise and abilities to represent the Debtor properly in this case.

B. SERVICES TO BE PROVIDED

14. The Debtor seeks to retain Hunton, subject to the oversight and orders of the Court, to provide legal services to the Debtor as needed throughout the course of this chapter 11 case, including by providing advice with respect to bankruptcy and other substantive legal areas. In particular, the Debtor seeks to retain Hunton to provide, among others, the following professional services for the Debtor:

- a. perform all necessary services as the Debtor's bankruptcy counsel, including without limitation, providing the Debtor with advice, attending meetings and negotiating with creditors and other parties-in-interest on behalf of the Debtor, and preparing necessary documents on behalf of the Debtor in the areas of restructuring and bankruptcy;
- b. advising the Debtor with respect to its powers and duties as a debtor-in-possession in the continued management of its operations and assets and in addressing claims asserted against it;
- c. taking all necessary action to protect and preserve the Debtor's estate, including prosecuting actions on the Debtor's behalf, defending any action commenced against the Debtor and representing the Debtor's interests in negotiations concerning all litigation and matters in which the Debtor is involved, including objections to claims filed against the estate;
- d. preparing, or coordinating preparation of, on behalf of the Debtor, all motions, applications, answers, orders, reports and papers necessary to the administration of the Debtor's estate;
- e. taking any necessary action on behalf of the Debtor to obtain approval of a disclosure statement and confirmation of a chapter 11 plan on behalf of the Debtor;

- f. advising and assisting the Debtor in connection with any offers to provide financing or funding for its bankruptcy process and anticipated trust administration;
- g. appearing before the Court, the district court, any appellate courts and the United States Trustee and protecting the interests of the Debtor's estate before those courts and the United States Trustee; and
- h. performing all other necessary and appropriate legal services to the Debtor in connection with this chapter 11 case as required or requested by the Debtor.

Given the extensive nature and scope of the legal issues facing the Debtor, it is necessary and appropriate that the Debtor employ Hunton to render the foregoing professional services.

15. In addition to Hunton, the Debtor also intends to file applications to employ other professionals. Hunton has advised the Debtor that it intends to monitor carefully and coordinate with the other professionals retained by the Debtor in this chapter 11 case and will clearly delineate their respective duties to prevent duplication of efforts. Efficient coordination of efforts of the Debtor's attorneys and other professionals will add to the effective administration of this chapter 11 case.

C. TERMS OF RETENTION

16. Pursuant to section 328(a) of the Bankruptcy Code, the Court may approve the Firm's retention on any reasonable terms and conditions. The Debtor submits that the most reasonable terms and conditions are those agreed upon by Hunton and the Debtor, which are substantially similar to those entered into between Hunton and other clients on a daily basis in a competitive market for legal services. Therefore, the Debtor has agreed that, subject to the Court's approval, Hunton shall be paid its hourly rates for services rendered that are in effect on the date such services are rendered.

17. The hourly rates charged by the Firm's professionals differ based on, among other things, such professional's experience. These rates may change from time to time in accordance

with the Firm's established billing practices and procedures, and the Debtor has agreed to pay the rates as adjusted in accordance with such established practices and procedures.

18. The Debtor also has agreed that Hunton shall be reimbursed for all actual out-of-pocket expenses incurred by the Firm on the Debtor's behalf, such as filing fees, document reproduction, long distance telephone and telecopier charges, mail and express mail charges, travel expenses, overnight courier expenses, computer research, expenses for "working meals," transcription costs, and other disbursements. Hunton will charge for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients. The Firm will make every effort to minimize expenses in this chapter 11 case.

19. Hunton will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with rendering the legal services described above by category and nature of the services rendered.

20. The hourly rates and corresponding rate structure to be used in this chapter 11 case are comparable to the hourly rates and corresponding rate structure used by Hunton for restructuring, workout, bankruptcy, insolvency, and comparable matters, as well as similar complex corporate, securities, and litigation matters, whether in court or otherwise, regardless of whether a fee application is required; and, in fact, have been discounted for this engagement

21. During the year before the Petition Date, Hunton received \$1,683,751.85 as payment (including advance payment retainers) for fees and expenses incurred in connection with the Debtor's restructuring efforts, including for professional advice related to both non-bankruptcy matters and the potential commencement and prosecution of this Chapter 11 Case. The Debtor does not owe Hunton any outstanding amounts as of the Petition Date.

22. Additionally, as set forth in the Brown Declaration, before the Petition Date, Hunton received advance payment retainers from the Debtor in the amount of \$500,000 (the “Advance Payment Retainer”) as security for the payment of all unpaid fees and expenses owed to Hunton by the Debtor in connection with the Debtor’s restructuring efforts and preparation for the potential commencement and prosecution of this chapter 11 case.

23. As of the Petition Date, Hunton holds \$151,381 of the original amount of the Advance Payment Retainer, having applied \$348,619 of the Advance Payment Retainer to cover fees and expenses incurred by Hunton for services as counsel for the Debtor in connection with the Debtor’s restructuring efforts and preparation for the potential commencement and prosecution of this Chapter 11 Case.

24. The Debtor and Hunton have agreed that the Advance Payment Retainer will be held by Hunton in escrow and applied, to the extent necessary, to pay any allowed fees, costs, and expenses relating to services rendered by Hunton to the Debtor in the course of this chapter 11 case.

D. HUNTON’S DISINTERESTEDNESS

25. To the best of the Debtor’s knowledge, and except as disclosed specifically in the Brown Declaration and the schedules annexed thereto: (a) Hunton has no connection with the Debtor, its creditors, the U.S. Trustee with supervision over the Eastern District of Virginia, any person employed in the office of the U.S. Trustee for the Eastern District of Virginia, parties in litigation with the Debtor, or any other party with actual or potential interest in this chapter 11 case; (b) Hunton is not a creditor, an equity security holder or an insider of the Debtor; (c) Hunton is not and was not, within two years of the Petition Date, a director, officer or employee of the Debtor; and (d) Hunton does not hold or represent any interest materially adverse to the Debtor’s

estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in, the Debtor for any reason.

26. To the best of the Debtor's knowledge, as set forth in the Brown Declaration, (a) Hunton has no agreement with any other entity to share any compensation received concerning the representation of the Debtor; and (b) unless otherwise disclosed therein, no employee of Hunton is related to any United States Bankruptcy Judge for the Eastern District of Virginia, any United States District Judge for the Eastern District of Virginia, the United States Trustee with supervision over the Eastern District of Virginia, or any employees of the Office of the United States Trustee for the Eastern District of Virginia.

27. Accordingly, the Debtor believes that Hunton (a) is a "disinterested person," as that phrase is defined in section 101(14) of the Bankruptcy Code (as modified by section 1107(b) of the Bankruptcy Code), as required by section 327(a) of the Bankruptcy Code, and (b) does not hold or represent an interest adverse to the Debtor's estate. The Debtor further submits that the Firm's employment is necessary and in the best interests of the Debtor and the Debtor's estate.

28. The Debtor understands that Hunton hereby intends to apply to the Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of this Court for all services performed and expenses incurred after the Petition Date.

29. The Debtor and Hunton also intend to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C.*

§ 330 by Attorneys in Larger Chapter 11 Cases, both in connection with this Application and the interim and final fee applications filed by Hunton in the course of its engagement.

Notice

30. Notice of this Application will be provided in accordance with the Complex Case procedures set forth in the Local Bankruptcy Rules. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

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

WHEREFORE, the Debtor respectfully request that this Court enter an order, substantially in the form annexed to this Application as **Exhibit C**, granting the relief requested in this Application and such other relief as this Court deems appropriate under the circumstances.

Dated: July 22, 2024
Richmond, Virginia

By: /s/ Christopher Lascell
Christopher Lascell
President
Hopeman Brothers, Inc.

SUBMITTED BY:

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

Tyler P. Brown (VSB No. 28072)

Henry P. (Toby) Long, III (VSB No. 75134)

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Proposed Counsel for the Debtor and Debtor-in-Possession

Exhibit A

Brown Declaration

HUNTON ANDREWS KURTH LLP

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Proposed Counsel for Debtor and Debtor in Possession

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

:
: **Chapter 11**
:
: **Case No. 24-32428 (KLP)**
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:
:
:

**DECLARATION OF TYLER P. BROWN IN SUPPORT OF THE APPLICATION
OF THE DEBTOR FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF HUNTON ANDREWS KURTH LLP
AS ITS COUNSEL EFFECTIVE AS OF THE PETITION DATE**

I, Tyler P. Brown, hereby declare (the "Declaration"), pursuant to 28 U.S.C. § 1746, that the following statements are true and correct, to the best of my knowledge and belief, after due inquiry described herein.

1. I am a partner with Hunton Andrews Kurth LLP ("Hunton" or the "Firm"),¹ an international law firm with lawyers in nineteen offices domestically and abroad, including an office in Richmond, Virginia, located at 951 East Byrd Street, Richmond, Virginia 23219.

¹ Capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Application.

2. I am an attorney-at-law, duly admitted and in good standing to practice in the Commonwealth of Virginia, the United States Bankruptcy Court for the Eastern District of Virginia, the United States District Court for the Eastern District of Virginia, the United States Court of Appeals for the Fourth Circuit, and the United States Supreme Court.

3. I submit this Declaration in support of the application (the "Application") of the above-captioned debtor and debtor-in-possession (the "Debtor") for an order authorizing the Debtor to retain and employ Hunton to represent it in the above-captioned chapter 11 case (the "Chapter 11 Case") at the Firm's hourly rates in effect at the time the service is rendered and in accordance with the Firm's normal reimbursement policies, pursuant to and in compliance with sections 327(a) and 329 of Title 11 of the United States Code (as amended, the "Bankruptcy Code"), and to provide the disclosures required under rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules") and rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the Eastern District of Virginia (the "Local Bankruptcy Rules").

4. I am duly authorized to make this Declaration on behalf of Hunton and to submit this Declaration in support of the Application. Unless otherwise stated in this Declaration, I have personal knowledge of the facts hereinafter set forth. To the extent any information disclosed herein requires amendment or modification upon the Firm's completion of further analysis or as additional information becomes available, a supplemental declaration will be submitted to the Court reflecting such amended or modified information.

Basis for Relief

A. Hunton's Qualifications

5. The Debtor seeks to retain Hunton as its bankruptcy counsel because of the Firm's extensive experience and knowledge in the field of business bankruptcy cases under the

Bankruptcy Code. The retention of Hunton as bankruptcy counsel is necessary and appropriate given Hunton's specialized knowledge of bankruptcy law, the Local Bankruptcy Rules, and local procedures in Virginia. In particular, the Firm's lawyers have extensive experience handling bankruptcy cases of the size and complexity of this Chapter 11 Case, and also have experience practicing before this Court and have the resources and ability to respond quickly to any contingency, emergency hearing or other matters that may arise in this Chapter 11 Case. Hunton intends to provide effective and cost-efficient representation of the Debtor in this bankruptcy case.

6. In addition, Hunton is a full service law firm with attorneys experienced in, among other disciplines, commercial, products liability and insurance coverage litigation, corporate transactions, lending, real estate, tax, labor, health care, environmental law and federal and state regulatory matters. Hunton has provided services similar to those described herein to parties to bankruptcy proceedings, including debtors, creditors, committees and trustees.

7. In August 2023, the Debtor engaged Hunton as restructuring counsel and sought Hunton's services with respect to how to address the thousands of unresolved asbestos-related personal injury claims that have been asserted against it and the Debtor's dwindling cash reserves. The Debtor also consulted Hunton regarding the potential commencement and prosecution of this Chapter 11 Case. Because of this background, Hunton is familiar with the Debtor's business and has the necessary experience to effectively deal with pending matters and with many of the potentially complex legal issues and challenges that may arise in connection with this case. Hunton is well qualified to act as the Debtor's counsel during this Chapter 11 Case in an efficient and timely manner.

8. Accordingly, Hunton has the requisite expertise and abilities to represent the Debtor properly in this case.

B. Services to be Provided

9. The Debtor seeks to retain Hunton, subject to the oversight and orders of the Court, to provide legal services to the Debtor as needed throughout the course of this Chapter 11 Case, including by providing advice with respect to bankruptcy and other substantive legal areas. In particular, the Debtor seeks to retain Hunton to provide, among others, the following professional services for the Debtor:

- a. perform all necessary services as the Debtor's bankruptcy counsel, including without limitation, providing the Debtor with advice, attending meetings and negotiating with creditors and other parties-in-interest on behalf of the Debtor, and preparing necessary documents on behalf of the Debtor in the areas of restructuring and bankruptcy;
- b. advising the Debtor with respect to its powers and duties as a debtor-in-possession in the continued management of its operations and assets and in addressing claims asserted against it;
- c. taking all necessary action to protect and preserve the Debtor's estate, including prosecuting actions on the Debtor's behalf, defending any action commenced against the Debtor and representing the Debtor's interests in negotiations concerning all litigation and matters in which the Debtor is involved, including objections to claims filed against the estate;
- d. preparing, or coordinating preparation of, on behalf of the Debtor, all motions, applications, answers, orders, reports and papers necessary to the administration of the Debtor's estate;
- e. taking any necessary action on behalf of the Debtor to obtain approval of a disclosure statement and confirmation of a chapter 11 plan on behalf of the Debtor;
- f. advising and assisting the Debtor in connection with any offers to provide financing or funding for its bankruptcy process and anticipated trust administration;
- g. appearing before the Court, the district court, any appellate courts and the United States Trustee and protecting the interests of the Debtor's estate before those courts and the United States Trustee; and
- h. performing all other necessary and appropriate legal services to the Debtor in connection with this Chapter 11 Case as required or requested by the Debtor.

10. In addition to Hunton, the Debtor plans to file applications to employ other professionals. Hunton intends to monitor carefully and coordinate with the other professionals retained by the Debtor in this Chapter 11 Case and will clearly delineate their respective duties to prevent duplication of efforts.

C. Compensation Received by Hunton from the Debtor

11. During the year before the Petition Date, Hunton received \$1,683,751.85 as payment for (including advance payment retainers for) fees and expenses incurred in connection with the Debtor's restructuring efforts, including for professional advice related to both non-bankruptcy matters and the potential commencement and prosecution of this Chapter 11 Case. The Debtor does not owe Hunton any outstanding amounts as of the Petition Date.

12. As part of the fees and expenses paid to Hunton by the Debtor during the year prior to the Petition Date, Hunton received advance payment retainers from the Debtor totaling \$500,000 (the "Advance Payment Retainer") as security for the payment of all unpaid fees and expenses owed to Hunton by the Debtor in connection with the Debtor's restructuring efforts and preparation for the potential commencement and prosecution of this Chapter 11 Case.

13. As of the Petition Date, Hunton holds \$151,381 of the original amount of the Advance Payment Retainer, having applied \$348,619 of the Advance Payment Retainer to cover fees and expenses incurred by Hunton for services as counsel for the Debtor in connection with the Debtor's restructuring efforts and preparation for the potential commencement and prosecution of this Chapter 11 Case. The Debtor and Hunton have agreed that the Advance Payment Retainer will be held by Hunton in escrow and applied, to the extent necessary, to pay any allowed fees, costs, and expenses relating to services rendered by Hunton to the Debtor in the course of this Chapter 11 Case.

D. Professional Compensation During the Chapter 11 Case

14. Through the Application, the Debtor requests an order authorizing the employment and retention of Hunton as its attorneys effective as of the Petition Date on rates, terms and conditions consistent with what Hunton normally charges non-chapter 11 debtor clients. Hunton's standard terms and conditions of engagement require proper payment of its hourly rates as adjusted from time to time in accordance with the Firm's established billing practices and reimbursement of out-of-pocket disbursements at cost or based on formulas that approximate the actual cost where the actual cost is not readily ascertainable.

15. Subject to these terms and conditions, Hunton intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with this Chapter 11 Case, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures or orders of the Court.

16. The hourly rates and corresponding rate structure to be used by Hunton in this Chapter 11 Case are comparable to the hourly rates and corresponding rate structure used by Hunton for restructuring, workout, bankruptcy, insolvency, and comparable matters, as well as similar complex corporate, securities, and litigation matters, whether in court or otherwise, regardless of whether a fee application is required.

17. Hunton agrees to charge the Firm's standard hourly rates for work of this nature and for this type of matter, plus its customary reimbursements as charged to bankruptcy and non-bankruptcy clients. Hunton's current hourly rates for professionals and paraprofessionals range as follows:

Partners: \$870 – \$1,905

Associates/Counsel: \$420 – \$1,060

Paraprofessionals: \$280 – \$550

18. The hourly rates charged by Hunton’s professionals differ based on, among other things, such professional’s experience. These rates may change from time to time in accordance with Hunton’s established billing practices and procedures.

19. Hunton also will charge for all actual out-of-pocket expenses incurred by the Firm on the Debtor’s behalf, such as filing fees, document reproduction, long distance telephone and telecopier charges, mail and express mail charges, travel expenses, overnight courier expenses, computer research, expenses for “working meals,” transcription costs, and other disbursements. Hunton will charge for these expenses in a manner and at rates consistent with charges made generally to the Firm’s other clients. Hunton will make every effort to minimize expenses in this Chapter 11 Case.

20. Hunton will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of the legal services described above by category and nature of the services rendered.

21. No promises have been received by Hunton nor by any partner, counsel or associates thereof as to compensation in connection with this Chapter 11 Case other than in accordance with the provisions of the Bankruptcy Code and as described herein. Hunton has no agreement with any other entity to share with such entity any compensation received by Hunton in connection with this Chapter 11 Case.

22. Hunton further states that pursuant to Bankruptcy Rule 2016(b), it has not shared nor agreed to share (a) any compensation it has received or may receive in connection with this Chapter 11 Case with another party or person, other than with the partners, counsel, associates and

contract attorneys associated with Hunton or (b) any compensation another person or party has received or may receive in connection with this Chapter 11 Case.

E. Hunton's Disinterestedness

23. As specifically set forth herein, Hunton and certain of its partners, counsel and associates have worked with, may currently work with and likely in the future will work with certain of the Debtor's creditors and other parties in interest in ongoing matters unrelated to this Chapter 11 Case. To the best of my knowledge, none of these business relations constitute interests materially adverse to the Debtor or its bankruptcy estate.

24. In order to confirm that Hunton does not represent an adverse interest, Hunton has searched on its electronic database for connections with the person and entities listed on Schedule 1 hereto, which represent the Debtor's principal creditors, equity holders and other parties in interest in this Chapter 11 Case. Schedule 2 attached hereto identifies certain creditors, equity holders or other parties in interest that Hunton currently represents or has represented within the past three years. Unless identified on Schedule 2 or otherwise described herein, Hunton does not currently represent and has not represented within the past three years the parties listed on Schedule 1 as of the date of the filing of this Application.²

25. Based on the conflicts searches conducted to date and described herein, to the best of my knowledge, no partner, counsel or associate of Hunton, insofar as I have been able to ascertain, currently represents or has represented within the past three years the parties listed on Schedule 1, except as disclosed on Schedule 2 or otherwise described herein.

26. In addition, based on the responses to an e-mail inquiry made to the employees of Hunton and except as otherwise set forth herein, I believe that none of the employees of Hunton

² Certain individuals or entities identified by the Debtor fall into more than one of the categories provided on Schedule 1. For the purposes of this Declaration and the accompanying schedules, any such individual or entity is only identified once on Schedule 2.

are related to any United States District Court Judges for the Eastern District of Virginia, United States Magistrate Judges or the Eastern District of Virginia, United States Bankruptcy Judges for the Eastern District of Virginia, the U.S. Trustee with supervision over the Eastern District of Virginia, or any person employed in the office of the U.S. Trustee for the Eastern District of Virginia, except as described below:

- a. The sister of Douglas M. Garrou, a partner in this Firm, is married to Senior Judge T.S. Ellis, III of the United States District Court for the Eastern District of Virginia.
27. Hunton does not believe this relationship (i) creates a conflict of interest in or is relevant to this Chapter 11 Case, or (ii) creates an interest that is materially adverse to the interests of the Debtor in this Chapter 11 Case.

28. Further, based on the responses to an e-mail inquiry made to the employees of Hunton, I believe that none of the employees of Hunton own debt or equity securities of the Debtor, hold a claim against the Debtor and/or are or were an officer, director, or employee of the Debtor.

29. Hunton will periodically review its files during the pendency of this Chapter 11 Case to ensure that no new connections arise that warrant disclosure. If any new relevant facts or relationships are identified, Hunton will promptly file a supplemental declaration with this Court, as required by Bankruptcy Rule 2014(a).

F. Specific Disclosures

30. Hunton and certain of its partners, counsel and associates currently represent, have represented in the past three years, and likely will continue to represent creditors of the Debtor and other parties-in-interest in connection with matters unrelated to the Debtor and this Chapter 11 Case. As of the filing of the Application, the Firm is not aware of any such representations except as disclosed on Schedule 2 or otherwise described herein. None of these representations are

materially adverse to the interests of the Debtor's estate or any class of creditors or equity security holders thereof. Hunton has not represented, is not representing, and will not represent any entities or any of their respective affiliates in connection with any matters that are related to the Debtor or this Chapter 11 Case.

31. As disclosed on Schedule 2, Hunton presently represents Huntington Ingalls Industries, Inc. ("Huntington Ingalls") in legal matters unrelated to this Chapter 11 Case. At the request of Huntington Ingalls, and although not required, Hunton has agreed to establish an ethical wall between Hunton attorneys and employees working on this Chapter 11 Case and Hunton attorneys and employees working on Huntington Ingalls' legal matters unrelated to this Chapter 11 Case. This ethical wall includes, among other things, the following: (i) an electronic wall in Hunton's document management system that prevents Hunton team members working on this Chapter 11 Case and Hunton team members working on matters for Huntington Ingalls from accessing the other team's documents or records related to such engagements; and (ii) Hunton will instruct members of both teams not to have any discussions regarding their respective representations with the other team. Finally, to the extent the Debtor and Huntington Ingalls become adverse, and neither Hunton nor any of the other retained professionals is able to secure appropriate waivers, the Debtor will immediately retain separate conflicts counsel.

32. Similarly, in the event that any litigation or other actual adversity arises in this Chapter 11 Case vis-à-vis any one of the entities disclosed on Schedule 2, other counsel will represent the Debtor in connection with such litigation or actual adversity.

33. In addition, none of the entities disclosed on Schedule 2 generated revenue for Hunton in excess of 1% of Hunton's total revenue for the last two fiscal years. As of the date of this Declaration, none of these entities are adverse to the Debtor's estate. To the extent any such

entities become adverse, and neither Hunton nor any of the other retained professionals is able to secure appropriate waivers, the Debtor will immediately retain separate conflicts counsel.

34. Further, Daniel Lascell, the Secretary of and an equity holder in the Debtor, was employed as an associate attorney at Hunton & Williams LLP³ starting in September 1998. Hunton has not employed Mr. Lascell since February 2000 and has never represented him in any capacity. This former employment at Hunton by an officer of and equity holder in the Debtor is being disclosed for the sake of transparency and out of abundance of caution, and does not create a conflict of interest or an interest adverse to the Debtor or its estate.

35. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Hunton is not disqualified from acting as the Debtor's bankruptcy counsel in this Chapter 11 Case merely because it represents certain of the Debtor's creditors or other parties in interest in matters unrelated to this Chapter 11 Case.

36. Therefore, each partner, counsel and associate of Hunton, insofar as I have been able to ascertain, (a) does not have any connection, except as otherwise set forth herein, with the Debtor, its creditors or any other parties in interest, the United States Trustee for the Eastern District of Virginia or any person employed in the office of the same, United States District Court Judges for the Eastern District of Virginia, United States Magistrate Judges for the Eastern District of Virginia, or the United States Bankruptcy Judges for the Eastern District of Virginia, (b) is a "disinterested person," as that phrase is defined in section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and (c) does not hold or represent any interest adverse to the Debtor's estate.

³ Effective as of April 2, 2018, Hunton & Williams LLP merged with Andrews Kurth Kenyon LLP, becoming Hunton Andrews Kurth LLP or "Hunton" as defined herein.

G. Statement Regarding U.S. Trustee Guidelines

37. Hunton intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications in Larger Chapter 11 Cases* (the "Appendix B Guidelines"), both in connection with this application and the interim and final fee applications filed by Hunton in the course of its engagement.

Attorney Statement Pursuant to Appendix B Guidelines

38. The following is provided in response to the request for additional information set forth in ¶D.1. of the Appendix B Guidelines:

- a. Hunton did not agree to any variations form, or alternatives to, its standard or customary billing arrangements for this engagement.
- b. None of the professionals from Hunton included in this engagement have varied or will vary their rates based on the geographic location of the bankruptcy case.
- c. The billing rates and material financial terms for Hunton's prepetition engagement by the Debtor are set forth herein. No adjustments were made to either the billing rates or the material financial terms or Hunton's employment by the Debtor as a result of the filing of this chapter 11 case.

39. The foregoing constitutes the statement of Hunton pursuant to sections 327(a) and 329 of the Bankruptcy Code, rules 2014 and 2016 of the Bankruptcy Rules, and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: July 22, 2024

By: /s/ Tyler P. Brown
Tyler P. Brown

SCHEDULE 1

Entities and Individuals Searched by Category

(Attached)

Schedule 1

Parties in Interest List¹

1. Debtor

Hopeman Brothers, Inc.

2. Members of the Official Committee of Unsecured Creditors

3. Officers, Directors and Equity Holders

Christopher Lascell
Daniel Lascell
Carrie Lascell Brown

4. Professionals

Hunton Andrews Kurth LLP
Stout Risius Ross, LLC
Blank Rome LLP
Courington Kiefer Sommers Marullo & Matherne, L.L.C.
Kurtzman Carlson Consultants LLC

5. The 20 Law Firms with the Largest Number of Clients Asserting Asbestos Related Claims Against Debtor

The Law Offices of Paul A. Weykamp
Peter Angelos Law
Bodie, Dolina, Hobbs, Friddel & Grenzer, PC
Patten Wornom Hatten & Diamonstein, L.C.
Ashcraft & Gerel LLP
D. William Venable, P.A.
Stephen L. Shackelford, Sr., PLLC
Law Offices of Clifford W. Cuniff
Brayton Purcell LLP
Baron & Budd, P.C.
Lomax Law Firm, P.A.
Brookman, Rosenberg, Brown & Sandler
Irwin Fritchie Urquhart Moore & Daniels LLC
Cumbest, Cumbest, Hunter & McCormick, P.A.
Goodman, Meagher & Enoch, LLP

¹ This list (and the categories contained herein) are for purposes of a conflicts check only and should not be relied upon by any party as a list of creditors or for any other purpose. As listing a party once allows our conflicts specialists to run a check on such party, we have attempted to remove duplicate entries where possible. Accordingly, a party that otherwise would fall under multiple categories is likely to be listed under only one category.

The Gori Law Firm
Nass Cancelliere Brenner
The Law Offices of Peter T. Nicholl
Law Office of Philip C. Hoffman
Pourciau Law Firm

6. Law Firms Representing Claimants with Top 20 Largest Unpaid Settlement Amounts

Simmons Hanly Conroy LLP
Peter Angelos Law
Law Office of Philip C. Hoffman
Ferrell Law Group
Baron & Budd, P.C.
Brayton Purcell LLP
The Gori Law Firm
Simon Greenstone Panatier Bartlett PC
Provost Umphrey Law Firm L.L.P.
Getty's Law Group
Goldberg, Persky & White, P.C.

7. Law Firms Representing Claimants in Known Direct Action Lawsuits

Didriksen, Saucier and Woods, PLC
Roussel & Clement
Blue Williams L.L.C.
The Galante Litigation Group, LLC
Unglesby Law Firm
Falcon Law Firm, P.C.
Baggett, McCall, Burgess, Watson, & Gaughan, LLC
Law Office of J. Patrick Connick, LLC
Martzell, Bickford & Centola
Russell Law Firm, LLC
Boling Law Firm, LLC
Austin & Associates, L.L.C.
Stephen J. Austin, LLC
Landry & Swarr, LLC
The Cheek Law Firm
The Nemeroff Law Firm

8. Other Parties (Shipyard Entities and Plaintiffs) to Known Direct Action Lawsuits

Avondale Marine LLC
Huntington Ingalls Industries
Charles Allo, III
Patricia Becker
Darwin Kraemer, Rosanne Pierron, Cheryl Becnel, and Wendy Vonlienen
David and Emelda Bourgeois
Shelton A. Boutte, Sr. and Arlene Boutte
Horace L. Bracy
Percy Brignac
Pamela Chalker

Erica Dandry Constanza
Dennis Daigle, III, Kim Lombas, Michelle Trouilliet, Eric Daigle, and Patrick Daigle
Anthony J. Ditcharo
Gilbert Duran, Jr.
Marvin Evans
Joseph Gistarve, Sr.
David Gomez
Donald M. Hoffman, Jr., Charles S. Somes, and Kathleen Whited
Irma Lee Lagrange
Nolan J. Leboeuf, Jr.
Brouney Lewis and Monica Kelly-Lewis
Norma Marcella, Scott Marcella, Troy Marcella, and Toni Herbert, Individually and as Statutory Heirs of Decedent Ronald Marcella
Robert J. McElwee
William McIntyre
Corbet J. Plaisance, Sr.
William “Buddy” Prude
Frank P. Ragusa, Jr.
Tommy Rivet
Melvin L. Robinson
John Rogers
Renee LaNasa Rudolph, Michael Anthony LaNasa, and Giles Paul LaNasa; on behalf of Wallace LaNasa, Jr.
Booker Sandifer
Patrick Sewire
Michael Simoneaux
Reed Thibodeaux and Cynthia Thibodeaux
Lisha Thomas, Samantha Thomas, and Shaundreika Shorty; wrongful death beneficiaries of Sam Thomas (aka Sam Carter Thomas)
Kenneth Wilson

9. Insurers and Related Parties

Allianz SE
AMBAC Financial Group
American International Group
Berkshire Hathaway Inc.
Brandywine Insurance Group
Century Indemnity Company
Chubb Limited
CNA Insurance Group
Everspan Insurance Company
General Reinsurance Corporation
Hartford Financial Services Group, Inc.
Liberty Mutual Insurance Company
Loews Corporation
Resolute Management, Inc.
Safety National Casualty Corporation
Wellfleet New York Insurance Company
Westchester Fire Insurance Company
Zurich Insurance Group Ltd.

10. Financial Institutions

Citizens Bank
Deutsche Bank
PNC Bank
R.W. Baird & Co.
The Peoples Bank
Truist Bank
Wells Fargo Bank

11. United States Bankruptcy Court for Eastern District of Virginia

Judge Brian F. Kenney
Judge Klinette H. Kindred
Judge Frank J. Santoro
Judge Stephen C. St. John
Judge Keith L. Phillips
Judge Kevin R. Huennekens
William C. Redden, Clerk

12. Employees of the Office of the U.S. Trustee for the Eastern District of Virginia

Michael T. Freeman
Bibha Adhikari
Kristen S. Eustis
Jack I. Frankel
Sara Kathryn Jackson
Robert W. Ours
Ilene M. Sims
Mark E. Steven
Kathryn R. Montgomery
Peggy T. Flinchum
Nisha R. Patel
Shannon F. Pecoraro
Shannon M. Tingle
June E. Turner

SCHEDULE 2

Hunton Disclosures

<u>Entity Searched</u>	<u>Entity or Individual with a Connection to Hunton</u>	<u>Status</u>	<u>Nature of Representation</u>
Debtor			
Hopeman Brothers, Inc.	Hopeman Brothers, Inc.	Active Client	Matters discussed in the Application.
Officers, Directors and Equity Holders			
Entities and/or Individuals Listed on Schedule 1	None		
Professionals			
Entities and/or Individuals Listed on Schedule 1	None		
Top 20 Law Firms with the Largest Number of Clients Asserting Asbestos Related Claims Against Debtor			
Entities and/or Individuals Listed on Schedule 1	None		
Law Firms Representing Claimants with Top 20 Largest Unpaid Settlement Amounts			
Entities and/or Individuals Listed on Schedule 1	None		
Law Firms Representing Claimants in Known Direct Action Lawsuits			
Entities and/or Individuals Listed on Schedule 1	None		
Other Parties (Shipyard Entities and Plaintiffs) to Known Direct Action Lawsuits			
Huntington Ingalls Industries	Huntington Ingalls Industries, Inc.	Active Client	Unrelated matters.
Insurers and Related Parties			
Allianz SE	AGA Service Company dba Allianz Global Assistance AWP USA, Inc.	Active Clients	Unrelated matters.

	Jefferson Insurance Company Allianz Renewable Energy Partners of America, LLC		
Berkshire Hathaway, Inc.	Government Employees Insurance Company McLane Company, Inc. Larson-Juhl US, LLC HomeServices of America Berkshire Hathaway Automotive	Active Clients	Unrelated matters.
	HHBrown Shoe Company	Former Client	Unrelated matters.
Liberty Mutual Insurance Company	State Automobile Mutual Insurance Company State Auto Financial Corporation	Active Clients	Unrelated matters.
Loews Corporation	Lowe’s Corporation Loews Hotels & Resorts	Former Clients	Unrelated Matters.
Resolute Management, Inc.	Government Employees Insurance Company McLane Company, Inc. Larson-Juhl US, LLC HomeServices of America Berkshire Hathaway Automotive	Active Clients	Unrelated matters.
	HHBrown Shoe Company	Former Client	Unrelated matters.

Financial Institutions			
Citizens Bank, NA	Citizens Bank, N.A.	Former Client	Unrelated matters.
Deutsche Bank	Deutsche Bank AG New York Branch	Active Client	Unrelated matters.
PNC Bank	PNC Bank	Active Client	Unrelated matters.
R.W. Baird & Co.	Robert W. Baird & Co., Inc.	Former Client	Unrelated matters.
Truist Bank	Truist Bank	Active Client	Unrelated matters.
Wells Fargo Bank, NA	Wells Fargo Bank, NA	Active Client	Unrelated matters.
Bankruptcy Judges, Clerk and U.S. Trustee Employees (EDVA)			
Entities and/or Individuals Listed on Schedule 1	None		

Exhibit B

Lascell Declaration

HUNTON ANDREWS KURTH LLP

Joseph P. Rovira (admitted *pro hac vice*)
Catherine A. Rankin (admitted *pro hac vice*)
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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:

HOPEMAN BROTHERS, INC.,

Debtor.

:
: **Chapter 11**
:
: **Case No. 24-32428 (KLP)**
:
:
:
:

**DECLARATION OF CHRISTOPHER LASCELL IN SUPPORT OF THE
APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF HUNTON ANDREWS KURTH LLP AS
COUNSEL FOR THE DEBTOR EFFECTIVE AS OF THE PETITION DATE**

I, Christopher Lascell, hereby declare (the "Declaration"), pursuant to 28 U.S.C. § 1746, that the following statements are true and correct, to the best of my knowledge and belief, after due inquiry described herein.

1. I am the President of Hopeman Brothers, Inc., as debtor in possession in the above-captioned chapter 11 case (the "Debtor"). I have served in this role since 2016. In my current capacity, I am familiar with all aspects of the decisions by the above-captioned Debtor to retain and employ Hunton Andrews Kurth LLP ("Hunton" or the "Firm") as bankruptcy counsel with respect to this chapter 11 case.

2. I submit this Declaration in support of the application (the “Application”) of the Debtor for an order authorizing the Debtor to retain and employ Hunton to represent them in this chapter 11 case at Hunton’s hourly rates in effect at the time the service is rendered and in accordance with Hunton’s normal reimbursement policies.

3. I am duly authorized to make this Declaration on behalf of the Debtor and to submit this Declaration in support of the Application. Unless otherwise stated in this Declaration, I have personal knowledge of the facts hereinafter set forth.

A. The Debtor’s Selection of Hunton

4. Hunton is proposed to serve as the Debtor’s bankruptcy counsel. The Debtor recognizes that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

5. Relying on their past experience in using Hunton as one of their legal advisors, the Debtor engaged Hunton as its bankruptcy counsel. The Debtor did not interview any other bankruptcy firms.

6. Ultimately, the Debtor agreed to retain Hunton as bankruptcy counsel because of the Firm’s extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy Code. In addition, the Hunton’s lawyers have experience practicing before this Court and have the ability to respond quickly to any contingency, emergency hearings or other matters before this Court.

7. Since being engaged by the Debtor in 2023, Hunton has advised the Debtor with respect to the preparation for the potential commencement and prosecution of the Debtor’s chapter 11 case. I believe that Hunton is familiar with the Debtor’s businesses and has the necessary

background to effectively deal with pending matters and with many of the potentially complex legal issues and problems that may arise in connection with these cases.

8. Accordingly, based upon Hunton's experience and the expertise developed by many of its attorneys, Hunton's attorneys are experienced in the representation of debtors-in-possession, are well-versed in the local rules and local practice expectations, and otherwise have the requisite abilities to represent the Debtors properly in these cases.

B. Rate Structure

9. Hunton has informed the Debtor that its hourly rates and corresponding rate structure to be used in this chapter 11 case is comparable to the hourly rates and corresponding rate structure used by Hunton for restructuring, workout, bankruptcy, insolvency, and comparable matters, as well as similar complex corporate, securities, and litigation matters, whether in court or otherwise, regardless of whether a fee application is required; and, in fact, have been discounted for this engagement.

10. Based on the invoices submitted by Hunton, I can confirm that the hourly rates Hunton charged the Debtor in the prepetition period are the same as the hourly rates Hunton proposes to charge the Debtor in the postpetition period. Hunton has informed the Debtor that its rates may change from time to time in accordance with its established billing practices and procedures, and the Debtor has agreed to pay the rates as adjusted in accordance with such established practices and procedures.

C. Cost Supervision

11. The Debtor is in the process of approving the prospective budget and staffing plan for, among other professionals, Hunton's engagement, recognizing that in the course of a large chapter 11 case, such as this chapter 11 case, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtor and Hunton. The Debtor further

recognizes that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtor's expectations and exigencies of the chapter 11 case. The Debtor will continue to review the invoices that Hunton regularly submits, and with Hunton, periodically amend the budget and staffing plan, as the case develops.

12. The Debtor will bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process.

13. In addition, Hunton's fees and expenses will be subject to review on a monthly, interim and final basis during the course of these chapter 11 case by the U.S. Trustee, any official committee, and the Court, as well as by the Debtor.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: July 22, 2024
Richmond, Virginia

By: /s/ Christopher Lascell
Christopher Lascell
President
Hopeman Brothers, Inc.

Exhibit C

Proposed Order

HUNTON ANDREWS KURTH LLP

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Catherine A. Rankin (admitted *pro hac vice*)
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HUNTON ANDREWS KURTH LLP

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Telephone: (804) 788-8200

Proposed Counsel for Debtor and Debtor-in-Possession

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

:
: **Chapter 11**
:
: **Case No. 24-32428 (KLP)**
:
:
:
:

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT
OF HUNTON ANDREWS KURTH LLP AS COUNSEL
FOR THE DEBTOR EFFECTIVE AS OF THE PETITION DATE**

Upon consideration of the application (the "Application")¹ of the above-captioned debtor and debtor-in-possession (the "Debtor"), for entry of an order authorizing the Debtor to retain and employ Hunton Andrews Kurth LLP ("Hunton") as its counsel, effective as of the Petition Date, as more fully set forth in the Application; and the Court having reviewed the Application, the Brown Declaration, the Lascell Declaration, and the First Day Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and consideration of the Application and

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

the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided in accordance with the Local Bankruptcy Rules; and this Court having found that notice of the Application and the opportunity to be heard on the relief sought in the Application were appropriate under the circumstances and that no other or further notice need be provided; and upon the Brown Declaration, the Lascell Declaration, and the record of the hearing, if any, on the Application; and all objections to the relief requested in the Application having been withdrawn, resolved, or overruled; and the Court having determined that Hunton represents and holds no interest materially adverse to the Debtor or its estate and is disinterested under section 101(14) of the Bankruptcy Code (as modified by section 1107(b) of the Bankruptcy Code) and as required by section 327(a) of the Bankruptcy Code; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Application is granted as set forth in this order (the “Order”).
2. Pursuant to sections 327(a) and 329 of the Bankruptcy Code, rules 2014 and 2016, of the Bankruptcy Rules, and rules 2014-1 and 2016-1 of the Bankruptcy Local Rules, the Debtor is hereby authorized to employ and retain Hunton as its counsel under the terms and conditions set forth in the Application and the Brown Declaration effective as of the Petition Date.
3. The terms and conditions of the retention of Hunton set forth in the Application and in the Brown Declaration are reasonable, and Hunton shall be compensated in accordance with sections 330 and 331 of the Bankruptcy Code, any applicable Bankruptcy Rule, any applicable Local Bankruptcy Rule, and any orders of the Court.

4. Hunton is authorized, but not directed, to continue to hold the Advance Payment Retainer and apply such Advance Payment Retainer, to the extent necessary, to pay any allowed fees, costs, and expenses relating to services rendered by Hunton to the Debtor subsequent to the Petition Date in accordance with the Application.

5. Hunton intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filing under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* both in connection with the Application and the interim and final fee applications filed by Hunton in the course of its engagement.

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

7. This Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation or interpretation of this 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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Houston, TX 77002
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crankin@HuntonAK.com

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
Henry P. (Toby) Long, III