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*Proposed Counsel for Debtor and Debtor-in-Possession*

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

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**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 (I) AUTHORIZING THE APPOINTMENT OF BLANK ROME LLP AS SPECIAL INSURANCE COUNSEL EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

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

**RELIEF REQUESTED**

1. By this Application, the Debtor seeks entry of an order: (a) authorizing the appointment of Blank Rome LLP (“Blank Rome”) as Special Insurance Counsel (defined below) 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 Kyle Philip Brinkman (the “Brinkman 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 herein is sections 327(e), 328(a), 329, and 1107(b) 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 2014-1 and 2016-1 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 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.

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

### **BASIS FOR RELIEF**

#### **A. Blank Rome's Qualifications**

10. Blank Rome is a full-service law firm with more than 600 attorneys and 13 offices located in the United States and an office located in Shanghai. Blank Rome's attorneys are widely recognized for their leading knowledge and experience across a broad spectrum of industries and fields of law. In particular, Blank Rome's attorneys are experienced in matters concerning insurance coverage litigation, policy review and analysis, and negotiation of complex insurance disputes.

11. Since its initial engagement in February 2016, combined with representation by Blank Rome lawyers while at a prior firm between 2001 and 2016, Blank Rome has become intimately familiar with the Debtor and various aspects of its financial affairs and insurance coverage. Specifically, Blank Rome has provided analysis, counseling, and litigation representation with respect to the terms, coverages, and policy limits available under the Debtor's respective insurance policies. Thus, Blank Rome is well-versed in the insurance issues facing the

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

Debtor in this chapter 11 case and also has a deep understanding of the terms, coverages, and limits of the Debtor's insurance policies.

12. Accordingly, the Debtor submits that Blank Rome's knowledge, expertise, and experience with the Debtor's insurance coverage issues qualifies Blank Rome to work as Debtor's special counsel related to such issues (its "Special Insurance Counsel") in this chapter 11 case.

**B. Services to be Provided**

13. The Debtor seeks to retain Blank Rome, subject to the oversight and orders of the Court, to provide the Debtor with legal advice with respect to its insurance coverage under the policies covering the Debtor and negotiations with the Debtor's insurers to address insurance matters during the chapter 11 case.

14. Blank Rome's rendering of the services is necessary given the various insurance coverage issues facing the Debtor in this chapter 11 case and Blank Rome's long history of involvement in representing the Debtor on insurance matters. Blank Rome's services are intended to complement and not duplicate, the services rendered by any other professional retained by the Debtor in this chapter 11 case. Accordingly, Blank Rome will work closely with the Debtor's other retained professionals to maximize efficiency and avoid any duplications in effort.

**C. Terms of Retention**

15. Pursuant to section 328(a) of the Bankruptcy Code, the Court may approve Blank Rome's retention on any reasonable terms and conditions. The Debtor submits that the most reasonable terms and conditions are those agreed upon by Blank Rome and the Debtor, which are substantially similar to those entered into between Blank Rome 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, Blank Rome shall be paid its hourly rates for services rendered that are in effect

on the date such services are rendered, less a 10% discount consistent with its billing arrangement prior to the filing of the chapter 11 case.

16. The hourly rates charged by Blank Rome's professionals differ based on, among other things, such professional's experience. These rates may change from time to time in accordance with Blank Rome'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.

17. The Debtor also has agreed that Blank Rome shall be reimbursed for all actual out-of-pocket expenses it incurs on the Debtor's behalf, such as 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. Blank Rome will charge for these expenses in a manner and at rates consistent with charges made generally to its other clients. Blank Rome will make every effort to minimize expenses in this chapter 11 case.

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

19. The hourly rates to be charged by Blank Rome for its insurance coverage related services in this chapter 11 case are comparable to the hourly rates Blank Rome charges in comparable matters.

20. Before the Petition Date, Blank Rome received \$82,702.80<sup>2</sup> as payment (including an advance payment retainer) for fees and expenses incurred in connection with the Debtor's pre-

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<sup>2</sup> This amount includes the \$24,797.25 balance of the retainer applied as described in paragraph 24 below.

petition restructuring efforts. The Debtor does not owe Blank Rome any outstanding amounts as of the Petition Date.

21. As set forth in the Brinkman Declaration, before the Petition Date, Blank Rome received an advance payment retainer from the Debtor in the amount of \$50,000 (the “Advance Payment Retainer”) as security for the payment of all unpaid fees and expenses incurred by Blank Rome in connection with the Debtor’s restructuring efforts and preparation for this chapter 11 case.

22. As of the Petition Date, Blank Rome holds \$25,202.75 of the original amount of the Advance Payment Retainer, having applied \$24,797.25 of the Advance Payment Retainer to cover fees and expenses incurred by Blank Rome for services as insurance coverage 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.

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

**D. Blank Rome Satisfies the Requirements for Retention under §327(e)**

24. Section 327(e) of the Bankruptcy Code provides in relevant part, as follows:

[t]he Trustee, with the court’s approval, may employ, for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e)

25. Retention of special counsel under section 327(e) does not require the same searching inquiry required for a debtor to retain general bankruptcy counsel under 327(a). *See In re Computer Learning Centers, Inc.*, 272 B.R. 897, 905 (Bankr. E.D. Va. 2001) (“the appointment standards for special counsel are less stringent than for general counsel. The usual standard under § 327(a) requires the applicant to be a disinterested person and not hold or represent an interest adverse to the estate. Section 327(e) eliminates the disinterested requirement and limits the adverse interest test to the ‘matter on which such attorney is to be employed’”).

26. Nevertheless, appointing special counsel under section 327(e) does require a factual determination of “all relevant facts surrounding the debtor’s case, including but not limited to, the nature of the debtor’s business, all foreseeable employment of special counsel, the history and relationship between the debtor and the proposed special counsel, the expense of replacement counsel, potential conflicts of interest and the role of general counsel.” *In re Woodworkers Warehouse, Inc.*, 323 B.R. 403, 406 (D. Del. 2005). In general, however, subject to the requirements of sections 327 and 1107,<sup>3</sup> a debtor-in-possession is entitled to the counsel of its choosing. *In re Vouzianas*, 259 F.3d 103, 108 (2d Cir. 2001) (observing that “[o]nly in the rarest cases should the trustee be deprived of the privilege of selecting [its] own counsel”); *Computer Learning*, 272 B.R. at 905 (“[T]he selection of a particular lawyer is within the sound business judgment of the trustee and will not normally be upset.”) (citing *Yadkin Valley Bank & Trust Co. v. McGee (In re Hutchinson)*, 5 F.3d 750, 752–54 (4th Cir. 1993)); *In re Harold & Williams Dev. Co.*, 977 F.2d 906, 910 (4th Cir. 1992).

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<sup>3</sup> Section 1107(b) of the Bankruptcy Code provides that a person is not disqualified for employment under section 327 of the Bankruptcy Code by a debtor-in-possession solely because of such person’s employment by or representation of the debtor before the commencement of the case. 11 U.S.C. § 1107(b).

27. As set forth in the Brinkman Declaration and subject to any exceptions therein, Blank Rome does not represent or hold any interest adverse to the Debtor or its estate with respect to the matters within the scope of Blank Rome's employment. The Brinkman Declaration sets forth Blank Rome's connections—if any—with the Debtor, its creditors, any other parties in interest, certain attorneys and accountants, the United States Trustee with supervision over the Eastern District of Virginia, and any employees of the Office of the United States Trustee for the Eastern District of Virginia.

28. To the best of Debtor's knowledge, (a) Blank Rome does not hold or represent any interest adverse to the Debtor or the Debtor's estate with respect to any matter on which the Debtor seeks to employ Blank Rome; (b) Blank Rome has no agreement with any other entity to share any compensation received concerning the representation of the Debtor; and (c) no employees of Blank Rome are 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.

29. Accordingly, the Debtor submits that, for the reasons set forth above, Blank Rome's retention satisfies the standards of section 327(e) of the Bankruptcy Code and is in the best interests of the Debtor and the Debtor's estate.

30. The Debtor understands that Blank Rome 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.



31. The Debtor and Blank Rome 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 Blank Rome in the course of its engagement.

**NOTICE**

32. Notice of this Application will be given to: (a) the Office of the United States Trustee for the Eastern District of Virginia; (b) the 20 law firms with the largest number of asbestos bodily and 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) counsel to the Certain Settling Insurers that are parties to the settlement agreement that is the subject of the Certain Settling Insurers Settlement Motion; 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 PRIOR REQUEST**

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

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

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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[hlong@HuntonAK.com](mailto:hlong@HuntonAK.com)

- and -

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[crankin@HuntonAK.com](mailto:crankin@HuntonAK.com)

*Proposed Counsel for the Debtor and Debtor-in-Possession*

**Exhibit A**

**Brinkman Declaration**

**HUNTON ANDREWS KURTH LLP**  
Joseph P. Rovira (admitted *pro hac vice*)  
Catherine A. Rankin (admitted *pro hac vice*)  
600 Travis Street, Suite 4200  
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*Proposed Counsel for Debtor and Debtor in Possession*

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

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**In re:** : **Chapter 11**  
:   
**HOPEMAN BROTHERS, INC.,** : **Case No. 24-32428 (KLP)**  
:   
**Debtor.** :   
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**DECLARATION OF KYLE PHILIP BRINKMAN IN SUPPORT OF THE APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) AUTHORIZING THE APPOINTMENT OF BLANK ROME LLP AS SPECIAL INSURANCE COUNSEL EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

I, Kyle Philip Brinkman, 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 in the firm of Blank Rome LLP (“Blank Rome”), proposed special counsel to Hopeman Brothers Inc. (the “Debtor”) in this chapter 11 case.

2. I submit this declaration (“Declaration”) in support of the application (the “Application”)<sup>1</sup> of the Debtor for an order authorizing the Debtor to retain and employ Blank Rome to represent it as Special Insurance Counsel in the above-captioned chapter 11 case at Blank

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Application.

Rome's hourly rates in effect at the time the service is rendered and in accordance with Blank Rome's normal reimbursement policies, pursuant to and in compliance with sections 327(e), 328(a), 329, and 1107(b) 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 "Bankruptcy Local Rules").

3. I am duly authorized to make this Declaration on behalf of Blank Rome 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 Blank Rome'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.

**A. Blank Rome's Qualifications**

4. Blank Rome is a full-service law firm with more than 600 attorneys and 13 offices located in the United States and an office located in Shanghai. Blank Rome's attorneys are widely recognized for their leading knowledge and experience across a broad spectrum of industries and fields of law. In particular, Blank Rome's attorneys are experienced in matters concerning insurance coverage litigation, policy review and analysis, and negotiation of complex insurance disputes.

5. Since its initial engagement in February 2016, combined with representation by Blank Rome lawyers while at a prior firm between 2001 and 2016, Blank Rome has become intimately familiar with the Debtor and various aspects of its financial affairs and insurance

coverage. Specifically, Blank Rome has provided analysis, counseling, and litigation representation with respect to the terms, coverages, and policy limits available under the Debtor's respective insurance policies. The undersigned personally has represented the Debtor since September 2015, including as second chair in insurance coverage litigation in this district before the District Court between December 2016 and resolution before trial in June 2019, and has been the Debtor's lead insurance counsel since January 2020. More generally, the undersigned has since 2010 been practicing law focused on representing clients involved in insurance coverage disputes and litigation. Thus, Blank Rome is well-versed in the insurance issues facing the Debtor in this chapter 11 case and also has a deep understanding of the terms, coverages, and limits of the Debtor's insurance policies.

6. Accordingly, Blank Rome submits it has the requisite expertise and abilities to represent the Debtor properly in this case.

**B. Services to be Rendered**

7. The Debtor seeks to retain Blank Rome, subject to the oversight and orders of the Court, to provide the Debtor with legal advice with respect to insurance coverage under the policies covering the Debtor and the Debtor's negotiations with its insurers during the chapter 11 case.

8. Blank Rome's rendering of the services is necessary given the various insurance coverage issues facing the Debtor in this chapter 11 case and Blank Rome's long history of representing the Debtor in dealings with its insurers. Blank Rome's services are intended to complement and not duplicate the services rendered by any other professional retained by the Debtor in this chapter 11 case. Accordingly, Blank Rome will work closely with the Debtor's other retained professionals to maximize efficiency and avoid any duplications in effort.

**C. Compensation Received By Blank Rome from the Debtor**

9. During the year before the Petition Date, Blank Rome performed a broad range of services for the Debtor related to the Debtor's respective insurance policies, and the Debtor paid fees and expenses related to such services performed during the year prior to the Petition Date totaling \$82,702.80.<sup>2</sup> The Debtor does not owe Blank Rome any outstanding amounts as of the Petition Date.

10. Additionally, before the Petition Date, Blank Rome received an advance payment retainer from the Debtor in the amount of \$50,000 (the "Advance Payment Retainer") as security for the payment of all unpaid fees and expenses owed to Blank Rome by the Debtor in connection with the Debtor's financial restructuring efforts and preparation for the potential commencement and prosecution of this chapter 11 case.

11. As of the Petition Date, Blank Rome holds \$25,202.75 of the original amount of the Advance Payment Retainer, having applied \$24,797.25 of the Advance Payment Retainer to cover fees and expenses incurred by Blank Rome for services as insurance coverage 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 Blank Rome have agreed that the Advance Payment Retainer will be held by Blank Rome in escrow and applied, to the extent necessary, to pay any allowed fees, costs, and expenses relating to services rendered by Blank Rome to the Debtor in the course of this chapter 11 case.

**D. Professional Compensation During the Chapter 11 Case**

12. Through the Application, the Debtor requests an order authorizing the employment and retention of Blank Rome as Special Insurance Counsel effective as of the Petition Date on

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<sup>2</sup> This amount includes the \$24,797.25 balance of the retainer applied as described in paragraph 11 below.

rates, terms and conditions consistent with what Blank Rome normally charges non-chapter 11 debtor clients. Blank Rome's standard terms and conditions of engagement require proper payment of its hourly rates as adjusted from time to time in accordance with its 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.

13. Subject to these terms and conditions, Blank Rome intends to apply for compensation for professional services rendered on hourly bases 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 Bankruptcy Local Rules, and any other applicable procedures or orders of the Court.

14. The hourly rates and corresponding rate structure to be used by Blank Rome in this chapter 11 case are comparable to the hourly rates and corresponding rate structure used by Blank Rome for insurance coverage matters, whether in court or otherwise, regardless of whether a fee application is required.

15. Blank Rome agrees to charge its standard hourly rates for work of this nature and for this type of matter, less a 10% discount consistent with its billing arrangement prior to the filing of the chapter 11 case, plus its customary reimbursements as charged to bankruptcy and non-bankruptcy clients. Blank Rome's current undiscounted hourly rates for professionals and paraprofessionals range as follows:

Partners: \$625 – \$1,795

Associates/Counsel: \$425 – \$1,505

Paraprofessionals: \$235 – \$700



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

17. My own current undiscounted hourly rate is \$995 and my effective discounted hourly rate through the end of 2024 will be \$895.50.

18. Blank Rome also will charge for all actual out-of-pocket expenses it incurs 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. Blank Rome will charge for these expenses in a manner and at rates consistent with charges made generally to its other clients. Blank Rome will make every effort to minimize expenses in this chapter 11 case.

19. Blank Rome 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.

20. No promises have been received by Blank Rome 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. Blank Rome has no agreement with any other entity to share with such entity any compensation received by Blank Rome in connection with this chapter 11 case.

21. Blank Rome 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 Blank Rome or (b) any compensation another person or party has received or may receive in connection with this chapter 11 case.

**E. Blank Rome Does Not Represent or Hold Interests Adverse to the Debtor**

22. As specifically set forth herein, Blank Rome 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 on matters for which Blank Rome is to be retained by the Debtor in this chapter 11 case.

23. In order to confirm that Blank Rome does not represent an adverse interest, Blank Rome has searched its electronic database for connections with the persons 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 Blank Rome currently represents or has represented within the past three years. Unless identified on Schedule 2 or otherwise described herein, Blank Rome 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.<sup>3</sup>

24. Based on the conflicts searches conducted to date and described herein, to the best of my knowledge, no partner, counsel or associate of Blank Rome, 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.

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<sup>3</sup> 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.

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

26. Further, based on the responses to an e-mail inquiry made to the employees of Blank Rome, I believe that none of the employees of Blank Rome 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.

27. Blank Rome 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, Blank Rome will promptly file a supplemental declaration with this Court, as required by Bankruptcy Rule 2014(a).

**F. Specific Disclosures**

28. Blank Rome 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, Blank Rome 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 estates or any class of creditors or equity security holders thereof. Blank Rome 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.

29. Therefore, each partner, counsel and associate of Blank Rome, 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, and (b) does not hold or represent any interest adverse to the Debtor or its estate.

**G. Statement Regarding U.S. Trustee Guidelines**

34. Blank Rome 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 Blank Rome in the course of its engagement.

**Attorney Statement Pursuant to Appendix B Guidelines**

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

- (a) Blank Rome did not agree to any variations from, or alternatives to, its prior discounted standard or customary billing arrangements for this engagement.
- (b) None of the professionals from Blank Rome 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 Blank Rome'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 Blank Rome's employment by the Debtor as a result of the filing of this chapter 11 case.

36. The foregoing constitutes the statement of Blank Rome pursuant to sections 327(e), 328(a), 329, and 1107(b) of the Bankruptcy Code, rules 2014 and 2016 of the Bankruptcy Rules, and rules 2014-1 and 2016-1 of the Bankruptcy Local Rules.

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

Executed on: July 22, 2024

By: /s/ Kyle Philip Brinkman  
Kyle Philip Brinkman  
Blank Rome LLP

**Schedule 1**

**Entities and Individuals Searched by Category**

**Schedule 1**

**Parties in Interest List<sup>1</sup>**

**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

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<sup>1</sup> 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**

**Blank Rome Disclosures**

**Blank Rome Disclosures**

<u>Entity Searched</u>	<u>Entity or Individual with a Connection to Blank Rome</u>	<u>Status</u>	<u>Nature of Representation</u>
<b>Debtor</b>			
Hopeman Brothers, Inc.	Hopeman Brothers, Inc.	Current Firm Client	Insurance Representation
<b>Members of the Official Committee of Unsecured Creditors</b>			
Not Yet Formed			
<b>Officers, Directors, and Equity Holders</b>			
Entities and/or Individuals Listed on Schedule 1	None		
<b>Professionals</b>			
Hunton Andrews Kurth	Hunton Andrews Kurth	Current Firm Client	Non-Insurance Representation Unrelated to Debtor
<b>The 20 Firms with the Largest Number of Clients Asserting Asbestos Related Claims</b>			
Entities and/or Individuals Listed on Schedule 1	None		
<b>Law Firms Representing Claimants with Top 20 Largest Unpaid Settlement Amounts</b>			
Entities and/or Individuals Listed on Schedule 1	None		
<b>Law Firms Representing Claimants in Known Direct Action Lawsuits</b>			
Entities and/or Individuals Listed on Schedule 1	None		
<b>Other Parties (Shipyard Entities and Plaintiffs) to Known Direct Action Lawsuits</b>			
Huntington Ingalls Industries	Huntington Ingalls Industries	Current Firm Client	Various Insurance and Non-Insurance Representations Unrelated to Debtor
<b>Insurers and Related Parties</b>			
Berkshire Hathaway, Inc.	Berkshire Hathaway Energy, Inc.	Affiliate is Current Firm Client	Non-Insurance Representation Unrelated to Debtor

<b>Financial Institutions</b>			
Citizens Bank	Citizens Bank	Current Firm Client	Various Representations Unrelated to Debtor
Deutsche Bank	Deutsche Bank	Current Firm Client	Various Representations Unrelated to Debtor
PNC Bank	PNC Bank	Current Firm Client	Various Representations Unrelated to Debtor
Truist Bank	Truist Bank	Current Firm Client	Various Representations Unrelated to Debtor
Wells Fargo Bank	Wells Fargo Bank	Current Firm Client	Various Representations Unrelated to Debtor
<b>United States Bankruptcy Court for the Eastern District of Virginia</b>			
Entities and/or Individuals Listed on Schedule 1	None		
<b>Employees of the Office of the U.S. Trustee for the Eastern District of Virginia</b>			
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*)  
600 Travis Street, Suite 4200  
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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)  
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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 (I) AUTHORIZING THE APPOINTMENT OF BLANK ROME LLP AS SPECIAL INSURANCE COUNSEL EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

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 Blank Rome LLP (“Blank Rome”) as Special Insurance Counsel<sup>1</sup> with respect to this chapter 11 case.

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Application.

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 Blank Rome to represent them as Special Insurance Counsel in this chapter 11 case at Blank Rome’s hourly rates in effect at the time the service is rendered and in accordance with Blank Rome’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 Blank Rome**

4. Blank Rome is proposed to serve as the Debtor’s Special Insurance 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 its past experience in using Blank Rome as one of its legal advisors, the Debtor engaged Blank Rome as Special Insurance Counsel. The Debtor did not interview any other firms.

6. Ultimately, the Debtor retained Blank Rome as Special Insurance Counsel because of Blank Rome’s expertise in handling insurance coverage matters and particularly those of the Debtor prior to the filing of the chapter 11 case.

7. Since being engaged by the Debtor in 2016, Blank Rome has advised the Debtor with respect to the Debtor’s insurance coverage under the policies covering the Debtor, including during preparation for the potential commencement and prosecution of the Debtor’s chapter 11 case. I believe that Blank Rome is familiar with the Debtor’s business and has the necessary background to effectively deal with pending matters and with many of the potentially complex insurance coverage issues and problems that may arise in connection with these cases.



8. Accordingly, based on Blank Rome's expertise developed by advising parties and debtors-in-possession on insurance coverage issues and Blank Rome's intimate knowledge of the Debtor's insurance coverage, Blank Rome's attorneys have the requisite abilities to represent the Debtor properly in this case.

**B. Rate Structure**

9. Blank Rome 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 Blank Rome for insurance coverage matters, whether in court or otherwise, regardless of whether a fee application is required.

10. Based on the invoices submitted by Blank Rome, I can confirm that the hourly rates Blank Rome charged the Debtor in the prepetition period are the same as the hourly rates Blank Rome proposes to charge the Debtor in the postpetition period. Blank Rome 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 previously discounted and 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, Blank Rome's engagement, recognizing that in the course of a 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 Blank Rome. The Debtor further recognizes that it is its responsibility to monitor closely the billing practices of its 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 Blank Rome regularly submits, and with Blank Rome, 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, Blank Rome's fees and expenses will be subject to review on a monthly, interim and final basis during the course of this 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**

Joseph P. Rovira (admitted *pro hac vice*)  
Catherine A. Rankin (admitted *pro hac vice*)  
600 Travis Street, Suite 4200  
Houston, Texas 77002  
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**HUNTON ANDREWS KURTH LLP**

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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)**  
:  
:  
:  
:

**ORDER (I) AUTHORIZING THE APPOINTMENT OF BLANK ROME LLP  
AS SPECIAL INSURANCE COUNSEL EFFECTIVE AS OF THE PETITION DATE  
AND (II) GRANTING RELATED RELIEF**

Upon consideration of the application (the "Application")<sup>1</sup> of the above-captioned debtor and debtor-in-possession (the "Debtor"), for entry of an order authorizing the Debtor to retain and employ Blank Rome LLP ("Blank Rome") 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 Brinkman 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

<sup>1</sup> 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 Brinkman 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 Blank Rome 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 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(e), 328(a), 329, and 1107(b) 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 Blank Rome as Special Insurance Counsel under the terms and conditions set forth in the Application and the Brinkman Declaration effective as of the Petition Date.
3. The terms and conditions of the retention of Blank Rome set forth in the Application and in the Brinkman Declaration are reasonable, and Blank Rome 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. Blank Rome 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 Blank Rome to the Debtor subsequent to the Petition Date in accordance with the Application.

5. Blank Rome 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 Blank Rome 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

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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)  
**HUNTON ANDREWS KURTH LLP**  
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hlong@HuntonAK.com

- and -

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