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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 COURINGTON,  
KIEFER, SOMMERS, MARULLO & MATHERNE, L.L.C. AS SPECIAL  
ASBESTOS 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 Courington, Kiefer, Sommers, Marullo & Matherne, L.L.C. (“CKSMM”) as Special Asbestos 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 Kaye N. Courington (the “Courington 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”).

### **BACKGROUND**

6. 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.

7. 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.

8. 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"),<sup>1</sup> which is fully incorporated herein by reference.

### **BASIS FOR RELIEF**

#### **A. CKSMM's Qualifications**

9. CKSMM is a defense litigation law firm located in Louisiana. CKSMM's attorneys specialize in litigation, mediation, and national and regional coordination services for defense needs involving, in relevant part, personal injury, toxic tort, maritime, and Jones Act claims.

10. CKSSM has represented the Debtor since 2011 in lawsuits nationwide related to asbestos-related personal injury claims (collectively, the "Asbestos-Related Claims"). In addition, including prior to joining CKSSM as a partner, Kaye Courington has continuously represented the Debtor since 1991, has personally defended the Debtor in hundreds of lawsuits asserting Asbestos-Related Claims, and has been the Debtor's national coordinating counsel overseeing litigation against the Debtor involving Asbestos-Related Claims in twenty-eight (28) states for approximately three (3) decades. Thus, CKSSM is well-versed on the Asbestos-Related Claims that have been asserted against the Debtor, pending lawsuits involving Asbestos-Related Claims, and also is deeply familiar with the plaintiffs' counsel who have and likely will continue asserting Asbestos Related Claims against the Debtor.

11. Given CKSMM's significant experience and knowledge of the Asbestos-Related Claims asserted against the Debtor, the Debtor submits that continuing to employ CKSMM as its

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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.

special counsel (“Special Asbestos Counsel”) to provide it with legal services regarding Asbestos-Related Claims that have been and likely will continue to be asserted against the Debtor is critical to the success of this chapter 11 case. Namely, the Debtor filed this chapter 11 case to address the numerous unresolved Asbestos-Related Claims that have been asserted against the Debtor. Although pending lawsuits against the Debtor related to Asbestos-Related Claims are stayed as of the Petition Date, the Debtor submits that CKSMM continuing to render services to the Debtor post-petition related to the Asbestos-Related Claims is necessary given the issues that will arise related to Asbestos Related Claims, including likely extensive communications with counsel to claimants holding Asbestos-Related Claims against the Debtor.

12. Accordingly, the Debtor submits that CKSMM’s knowledge, expertise, and experience with the Asbestos-Related Claims against the Debtor qualifies CKSMM to serve as the Debtor’s Special Asbestos Counsel in this chapter 11 case.

**B. Services to be Provided**

13. The Debtor seeks to retain CKSMM, subject to the oversight and orders of the Court, as its Special Asbestos Counsel to provide the Debtor with legal advice with respect to the pending Asbestos-Related Claims, including without limitation communicating with plaintiffs’ counsel who have asserted Asbestos Claims against the Debtor regarding the bankruptcy case.

14. As CKSMM will be providing advice solely related to the Asbestos-Related Claims, the services provided by CKSMM as Special Asbestos Counsel will complement the services offered by the Debtor’s bankruptcy counsel and other restructuring professionals.

**C. Terms of Retention**

15. Pursuant to section 328(a) of the Bankruptcy Code, the Court may approve CKSMM’s retention on any reasonable terms and conditions. The Debtor submits that the most reasonable terms and conditions are those agreed upon by CKSMM and the Debtor, which are

substantially similar to those entered into between CKSMM 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, CKSMM shall be paid its hourly rates for services rendered that are in effect on the date such services are rendered.

16. The hourly rates charged by CKSMM's professionals differ based on, among other things, such professional's experience. These rates may change from time to time in accordance with CKSMM'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 CKSMM 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. CKSMM will charge for these expenses in a manner and at rates consistent with charges made generally to its other clients. CKSMM will make every effort to minimize expenses in this chapter 11 case.

18. CKSMM 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 CKSMM for its services in this chapter 11 case are comparable to the hourly rates CKSMM charges in comparable matters.

20. Additionally, as set forth in the Courington Declaration, CKSMM received an advance payment retainer from the Debtor in the amount of \$395,000 (the "Advance Payment Retainer") as security for the payment of all unpaid fees and expenses incurred by CKSMM for

services as Special Asbestos Counsel for the Debtor in preparation for this chapter 11 case. As of the Petition Date, CKSMM holds \$162,027.02 of the original amount of the Advance Payment Retainer, having applied the balance to such prepetition fees. The Debtor and CKSMM have agreed that the current balance of the Advance Payment Retainer will be held by CKSMM and applied, to the extent necessary, to pay any allowed fees, costs, and expenses relating to services rendered by CKSMM to the Debtor in the course of this chapter 11 case.

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

21. 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)

22. 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’”).

23. 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>2</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).

24. As set forth in the Courington Declaration and subject to any exceptions therein, CKSMM does not represent or hold any interest adverse to the Debtor or its estate with respect to the matters within the scope of CKSMM’s employment. The Courington Declaration sets forth CKSMM’s connections—if any—with the Debtor, its creditors, any other parties in interest, 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.

25. To the best of Debtor’s knowledge, (a) CKSMM 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 CKSMM; (b) CKSMM has no agreement with any other entity to share any compensation received concerning the representation of the Debtor; and (c) no employees of CKSMM 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

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<sup>2</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).

supervision over the Eastern District of Virginia, or any employees of the Office of the United States Trustee for the Eastern District of Virginia.

26. Accordingly, the Debtor submits that, for the reasons set forth above, CKSMM'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.

27. The Debtor understands that CKSMM 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.

28. The Debtor and CKSMM 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 CKSMM in the course of its engagement.

### **NOTICE**

29. 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**

30. 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

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Tyler P. Brown (VSB No. 28072)  
Henry P. (Toby) Long, III (VSB No. 75134)  
**HUNTON ANDREWS KURTH LLP**  
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- and -

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crankin@HuntonAK.com

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

**Exhibit A**

**Courington Declaration**

**HUNTON ANDREWS KURTH LLP**  
Joseph P. Rovira (admitted *pro hac vice*)  
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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**

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**In re:** : **Chapter 11**  
:   
**HOPEMAN BROTHERS, INC.,** : **Case No. 24-32428 (KLP)**  
:   
**Debtor.** :   
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**DECLARATION OF KAYE N. COURINGTON IN SUPPORT OF THE APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) AUTHORIZING THE APPOINTMENT OF COURINGTON, KIEFER, SOMMERS, MARULLO & MATHERNE, L.L.C. AS SPECIAL ASBESTOS COUNSEL EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

I, Kaye N. Courington, 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 Courington, Kiefer, Sommers, Marullo & Matherne, L.L.C. ("CKSMM"), 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 CKSMM to represent it as special counsel ("Special Asbestos Counsel"), effective as of the Petition Date, as its special counsel to provide it with legal services regarding asbestos-related personal injury claims (collectively, the "Asbestos-Related Claims") that have been and likely will continue to be asserted against the Debtor.

3. I am duly authorized to make this Declaration on behalf of CKSMM 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 CKSMM'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. CKSMM's Qualifications**

4. CKSMM is a defense litigation law firm located in Louisiana. CKSMM's attorneys specialize in litigation, mediation, and national and regional coordination services for defense needs involving, in relevant part, personal injury, toxic tort, maritime, and Jones Act claims.

5. CKSSM has represented the Debtor since 2011 in lawsuits nationwide related to Asbestos-Related Claims. In addition, including prior to joining CKSSM as a partner, I have continuously represented the Debtor since 1991, have personally defended the Debtor in hundreds of lawsuits asserting Asbestos-Related Claims, and have been the Debtor's national coordinating counsel overseeing litigation against the Debtor involving Asbestos-Related Claims in twenty-

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

eight (8) states for approximately three (3) decades. Thus, CKSSM is well-versed on the Asbestos-Related Claims that have been asserted against the Debtor, pending lawsuits involving Asbestos-Related Claims, and also is deeply familiar with the plaintiffs' counsel who have and likely will continue asserting Asbestos Related Claims against the Debtor.

6. Given CKSMM's significant experience and knowledge of the Asbestos-Related Claims asserted against the Debtor, CKSMM is intimately familiar with such Asbestos-Related Claims and has the necessary background to advise the Debtor on issues that will arise in this chapter 11 case related to Asbestos-Related Claims.

7. Accordingly, CKSMM submits it is uniquely qualified to act at the Debtor's Special Asbestos Counsel in this chapter 11 case in the most efficient and timely manner.

**B. Services to be Rendered**

8. The Debtor seeks to retain CKSMM, subject to the oversight and orders of the Court, as its Special Asbestos Counsel to provide the Debtor with legal advice with respect to the pending Asbestos-Related Claims, including without limitation communicating with plaintiffs' counsel who have asserted Asbestos-Related Claims against the Debtor regarding the bankruptcy case.

9. As CKSMM will be providing advice solely related to the Asbestos-Related Claims, the services provided by CKSMM as Special Asbestos Counsel will complement the services offered by the Debtor's bankruptcy counsel and other restructuring professionals.

Compensation Received By CKSMM from the Debtor

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

10. Through the Application, the Debtor requests an order authorizing the employment and retention of CKSMM as special counsel effective as of the Petition Date on rates, terms and conditions consistent with what CKSMM normally charges non-chapter 11 debtor clients.

CKSMM'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.

11. Subject to these terms and conditions, CKSMM 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 Bankruptcy Local Rules, and any other applicable procedures or orders of the Court.

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

13. CKSMM agrees to charge its 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. CKSMM's current hourly rates for professionals and paraprofessionals range as follows:

Partners: \$190 – \$225

Associates: \$149 – \$170

Paraprofessionals: \$90 – \$110

Law Clerk: \$95

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

15. CKSMM 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. CKSMM will charge for these expenses in a manner and at rates consistent with charges made generally to the its other clients. CKSMM will make every effort to minimize expenses in this chapter 11 case.

16. CKSMM 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.

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

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



**D. CKSMM Does Not Represent or Hold Interests Adverse to the Debtor**

19. As specifically set forth herein, CKSMM 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 CKSMM is to be retained by the Debtor in this chapter 11 case.

20. In order to confirm that CKSMM does not represent an adverse interest, CKSMM 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 CKSMM currently represents or has represented within the past three years. Unless identified on Schedule 2 or otherwise described herein, CKSMM 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>2</sup>

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

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

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<sup>2</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.

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.

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

24. CKSMM 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, CKSMM will promptly file a supplemental declaration with this Court, as required by Bankruptcy Rule 2014(a).

**E. Specific Disclosures**

25. CKSMM 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, CKSMM 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. CKSMM 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.

26. CKSMM defends Liberty Mutual Insurance Company (“Liberty”) in certain lawsuits in which the Debtor is not a named party and that are unrelated to the Debtor and this chapter 11 case. CKSMM also defends certain insureds on behalf of Liberty in direct action lawsuits where Liberty issued insurance policies to such insureds. CKSMM is providing this disclosure out of abundance of caution and for the sake of transparency, and does not signify materially adverse representations against the Debtor or its estate.

27. Further, each partner, counsel and associate of CKSMM, 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.

**F. Compensation Received by CKSMM**

28. During the year before the Petition Date, CKSMM performed services for the Debtor related to Asbestos-Related Claims, including defending the Debtor in various lawsuits involving Asbestos-Related Claims, and the Debtor paid fees and expenses related to such services performed during the year prior to the Petition Date totaling \$4,400,798.96. The Debtor does not owe CKSMM any outstanding amounts as of the Petition Date.

29. Additionally, before the Petition Date, CKSMM received an advance payment retainer from the Debtor in the amount of \$395,000 (the “Advance Payment Retainer”) as security for the payment of all unpaid fees and expenses incurred by CKSMM for services as Special Asbestos Counsel for the Debtor in preparation for this chapter 11 case. As of the Petition Date, CKSMM holds \$162,027.02 of the original amount of the Advance Payment Retainer, having

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

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

30. CKSMM 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 CKSMM in the course of its engagement.

**Attorney Statement Pursuant to Appendix B Guidelines**

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

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

2. The foregoing constitutes the statement of CKSMM 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.

*[Remainder of Page Left Blank Intentionally]*

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/ Kaye N. Courington  
Kaye N. Courington  
Courington, Kiefer, Sommers, Marullo &  
Matherne, L.L.C.

**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**

**CKSMM Disclosures**

**CKSMM Disclosures**

<u>Entity Searched</u>	<u>Entity or Individual with a Connection to CKSMM</u>	<u>Status</u>	<u>Nature of Representation</u>
<b>Debtor</b>			
Hopeman Brothers, Inc.	Hopeman Brothers, Inc.	Active Client	Matters discussed in the application
<b>Members of the Official Committee of Unsecured Creditors</b>			
Entities and/or Individuals Listed on Schedule 1	None		
<b>Officers, Directors and Equity Holders</b>			
Entities and/or Individuals Listed on Schedule 1	None		
<b>Professionals</b>			
Entities and/or Individuals Listed on Schedule 1	None		
<b>20 Law 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>			
Entities and/or Individuals Listed on Schedule 1	None		
<b>Insurers and Related Parties</b>			
Liberty Mutual Insurance Company	Liberty Mutual Insurance Company	Active Client	Unrelated Matters
Zurich Insurance Group Ltd.	Zurich Insurance Group Ltd.	Active Client	Unrelated Matters

All Other Entities and/or Individuals Listed on Schedule 1	None		
<b>Financial Institutions</b>			
Entities and/or Individuals Listed on Schedule 1	None		
<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  
Houston, Texas 77002  
Telephone: (713) 220-4200

**HUNTON ANDREWS KURTH LLP**

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

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<b>In re:</b>	:	<b>Chapter 11</b>
	:	
<b>HOPEMAN BROTHERS, INC.,</b>	:	<b>Case No. 24-32428 (KLP)</b>
	:	
<b>Debtor.</b>	:	
	:	
	:	

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**DECLARATION OF CHRISTOPHER LASCELL IN SUPPORT OF THE APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) AUTHORIZING THE APPOINTMENT OF COURINGTON, KIEFER, SOMMERS, MARULLO & MATHERNE, L.L.C. AS SPECIAL ASBESTOS 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 Courington, Kiefer, Sommers, Marullo & Matherne L.L.C. ("CKSMM") as special counsel with respect to this chapter 11 case.

2. I submit this Declaration in support of the application (the “Application”)<sup>1</sup> of the Debtor for an order authorizing the Debtor to retain and employ CKSMM, effective as of the Petition Date, as its special counsel (“Special Asbestos Counsel”) to provide it with legal services regarding asbestos-related personal injury claims (collectively, the “Asbestos-Related Claims”) that have been and likely will continue to be asserted against the Debtor.

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 CKSMM**

4. CKSMM is proposed to serve as the Debtor’s Special Asbestos Counsel.

5. 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.

6. Relying on the Debtor’s extensive experience in using CKSMM and Kaye Courington to provide legal services related to Asbestos-Related Claims, I submit that CKSMM is intimately familiar with such Asbestos-Related Claims and has the necessary background to advise the Debtor on issues that will arise in this chapter 11 case related to Asbestos-Related Claims. Accordingly, the Debtor did not interview any other firms as special counsel to provide services related to Asbestos-Related Claims..

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



**B. Rate Structure**

7. CKSMM 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 CKSMM for insurance defense matters, whether in court or otherwise, regardless of whether a fee application is required.

8. Based on the invoices submitted by CKSMM, I can confirm that the hourly rates CKSMM charged the Debtor in the prepetition period are the same as the hourly rates CKSMM proposes to charge the Debtor in the postpetition period. CKSMM 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**

9. The Debtor is in the process of approving the prospective budget and staffing plan for, among other professionals, CKSMM'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 CKSMM. 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 CKSMM regularly submits, and with CKSMM, periodically amend the budget and staffing plan, as the case develops.

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

11. In addition, CKSMM'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*)  
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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:** : **Chapter 11**  
:   
**HOPEMAN BROTHERS, INC.,** : **Case No. 24-32428 (KLP)**  
:   
**Debtor.** :   
:   
:   
:

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**ORDER (I) AUTHORIZING THE APPOINTMENT OF COURINGTON,  
KIEFER, SOMMERS, MARULLO & MATHERNE, L.L.C. AS  
SPECIAL ASBESTOS COUNSEL EFFECTIVE AS OF THE  
PETITION DATE AND (II) GRANTING RELATED RELIEF**

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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 Courington, Kiefer, Sommers, Marullo & Matherne, L.L.C. (“CKSMM”) as its special counsel (“Special Asbestos Counsel”), effective as of the Petition Date, to provide it with legal services regarding asbestos-related personal injury claims that have been and likely will continue to be asserted against the Debtor, as more fully set forth in the Application; and the Court having reviewed the Application, the Courington Declaration, the Lascell Declaration, and the First Day

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

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 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 Courington 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 CKSMM represents and holds no interest materially adverse to the Debtor or its estate with respect to any matter on which the Debtor seeks to employ it; 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 CKSMM as Special Asbestos Counsel under the terms and conditions set forth in the Application and the Courington Declaration effective as of the Petition Date.
3. The terms and conditions of the retention of CKSMM set forth in the Application and in the Courington Declaration are reasonable, and CKSMM 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. CKSMM 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 CKSMM to the Debtor subsequent to the Petition Date in accordance with the Application.

5. CKSMM 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 CKSMM 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