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Proposed Counsel for Debtor and Debtor in Possession

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

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

**CERTIFICATION OF NO OBJECTION
AND NOTICE OF FILING OF REVISED PROPOSED ORDER**

On July 22, 2024, the above-captioned debtor and debtor in possession (the “Debtor”) filed the *Motion of the Debtor for Entry of an Order (I) Establishing Bar Dates For Submitting Proofs Of Non-Asbestos Claim; (II) Approving Procedures For Submitting Proofs Of Non-Asbestos Claim; (III) Approving Notice Thereof; (IV) Approving a Tailored Proof Of Non-Asbestos Claim Form; and (V) Granting Related Relief* [Docket No. 74] (the “Motion”), which Motion includes a proposed form of order (the “Original Proposed Order”).

The undersigned certifies that the Debtor served the Motion on all necessary parties on July 22, 2024, in accordance with the “Procedures for Complex Chapter 11 Cases in the Eastern District of Virginia” (the “Case Management Procedures”), as adopted by Rule 1075-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia.



Pursuant to the Case Management Procedures and the notice served with the Motion, all objections to the approval of the relief requested in the Motion were due on or before August 3, 2024. The Debtor subsequently agreed to extend the objection deadline to the Motion for certain parties to August 30, 2024.

In response to informal comments received to the Motion, the Debtor has made certain revisions to the Original Proposed Order and hereby is filing a revised proposed *Order (I) Establishing Bar Dates For Submitting Proofs Of Non-Asbestos Claim; (II) Approving Procedures For Submitting Proofs Of Non-Asbestos Claim; (III) Approving Notice Thereof; (IV) Approving a Tailored Proof Of Non-Asbestos Claim Form And (V) Granting Related Relief* (the “Revised Proposed Order”), which is attached hereto as **Exhibit A**. Attached hereto as **Exhibit B** is a redline of the Revised Proposed Order as compared to the Original Proposed Order.

The undersigned further certifies that the notice filed with the Motion includes a statement that the Motion may be granted and an order entered without a hearing unless a timely objection is made. The undersigned further certifies that, he has caused a review of the Court’s docket in this case and no answer, objection or other responsive pleading to the Motion appears thereon, nor is he aware of any informal answer or objection to the Motion.

Therefore, pursuant to the notice filed with the Motion and the Case Management Procedures, the Debtor is authorized, and intends, to submit the Revised Proposed Order, without further notice or hearing. The United States Trustee has reviewed and authorized the Debtor to add her endorsement to the Revised Proposed Order.

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Dated: September 6, 2024
Richmond, Virginia

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

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Proposed Counsel for the Debtor and Debtor in Possession

Exhibit A

Revised Proposed Order

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Proposed Counsel for Debtor and Debtor in Possession

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

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

ORDER (I) ESTABLISHING BAR DATES FOR SUBMITTING PROOFS OF NON-ASBESTOS CLAIM; (II) APPROVING PROCEDURES FOR SUBMITTING PROOFS OF NON-ASBESTOS CLAIM; (III) APPROVING NOTICE THEREOF; (IV) APPROVING A TAILORED PROOF OF NON-ASBESTOS CLAIM FORM; AND (V) GRANTING RELATED RELIEF

Upon the motion (the "Motion")¹ of the above-captioned debtor in the above-captioned chapter 11 case (the "Debtor"), for entry of an order (this "Order") (i) establishing bar dates for submitting proofs of Non-Asbestos Claim; (ii) approving procedures for submitting proofs of Non-Asbestos Claim; (iii) approving notice thereof; (iv) approving a tailored Proof of Non-Asbestos Claim Form; and (v) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334 and the *Standing Order of Reference*

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

from the United States District Court for the Eastern District of Virginia, dated August 15, 1984; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this order, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted as set forth herein.
2. As used herein, the term “Asbestos Claim” means any prepetition “claim” (as defined in 11 U.S.C. § 101(5)) or allegation or portion thereof against, or any debt, liability, or obligation of, the Debtor, whether now existing or hereafter arising, whether in the nature of or sounding in tort, or under contract, warranty, or any other theory of law, equity, or admiralty for, arising out of, resulting from, or attributable to, directly or indirectly, death, bodily injury, sickness, disease, or any other actual or alleged personal injury, physical, emotional, or otherwise, to persons, caused or allegedly caused, directly or indirectly, by the presence of, or exposure to, asbestos, including, without limitation, asbestos-containing products or materials engineered, designed, marketed, manufactured, fabricated, constructed, sold, supplied, produced, installed, maintained, serviced, specified, selected, repaired, removed, replaced, released, distributed, or in any other way used by the Debtor or any other entity for whose products or operations the Debtor has liability or is alleged to have liability, but only to the extent arising, directly or indirectly, from acts, omissions, business, or operations of the Debtor (including the acts, omissions, business, or

operations of any other entity for whose products or operations the Debtor has liability, but only to the extent of the Debtor's liability for such acts, omissions, business, or operations), including all related claims, debts, obligations, or liabilities (such as any claim or demand for compensatory damages; loss of consortium; medical monitoring; wrongful death; survivorship; proximate, consequential, general, special, or punitive damages; or reimbursement, indemnity, contribution, or subrogation).

3. As used herein, the term "Non-Asbestos Claim" means any and all other prepetition claims against the Debtor that are not Asbestos Claims.

4. As of the date of this Order, this Court has not approved the establishment of any bar date for Asbestos Claims. Nothing in this Order shall apply to, affect, or impair any Asbestos Claims.

5. The claims bar date of November 4, 2024, which was set by notices of the Clerk's Office [Docket Nos. 37 and 49], is hereby vacated, nullified, and shall not apply to, affect, or impair any claims in this chapter 11 case, including both Asbestos Claims and Non-Asbestos Claims.

6. Unless otherwise provided herein, the following Bar Dates are hereby established in this chapter 11 case:

- a. establish **October 15, 2024 at 5:00 p.m. (Eastern Time)** as the deadline for each person or entity (as defined in the Bankruptcy Code), other than governmental units ("Governmental Units") and persons or entities holding Asbestos Claims, to file a proof of a Non-Asbestos Claim (each, a "Proof of Non-Asbestos Claim") in respect of a prepetition Non-Asbestos Claim, including secured Non-Asbestos Claims, unsecured priority Non-Asbestos Claims, unsecured non-priority Non-Asbestos Claims, and Non-Asbestos Claims arising under section 503(b)(9) of the Bankruptcy Code against the Debtor (the "General Non-Asbestos Claims Bar Date"), unless otherwise provided herein;

- b. establish **December 27, 2024 at 5:00 p.m. (Eastern Time)** as the deadline for Governmental Units to file a Proof of Non-Asbestos Claim in respect of a prepetition Non-Asbestos Claim against the Debtor (the “Governmental Bar Date”);
- c. establish **the later of (i) the General Non-Asbestos Bar Date or the Governmental Bar Date, as applicable, or (ii) 5:00 p.m. (Eastern Time) on the date that is 30 days after the date on which the Debtor provides notice of an amendment or supplement to the Schedules (as defined herein)** as the deadline by which claimants holding claims affected by such filing, amendment, or supplement must file Proofs of Non-Asbestos Claim with respect to such Non-Asbestos Claim (the “Amended Schedules Bar Date”); and
- d. establish **the later of (i) the General Non-Asbestos Bar Date or the Governmental Bar Date, as applicable, or (ii) 5:00 p.m. (Eastern Time) on the date that is 30 days after the date of entry of an order approving rejection of any executory contract or unexpired lease of the Debtor (the “Rejection Order”)** as the deadline by which claimants asserting Non-Asbestos Claims resulting from the Debtor’s rejection of an executory contract or unexpired lease must file Proofs of Non-Asbestos Claim for damages arising from such rejection² (the “Rejection Damages Bar Date,” and, together with the General Bar Date, the Governmental Bar Date, and the Amended Schedules Bar Date, the “Bar Dates”).

7. The Proof of Non-Asbestos Claim Form, substantially in the form annexed hereto as **Exhibit 1**, and the Bar Date Notice, substantially in the form annexed hereto as **Exhibit 2**, are approved.

8. Except as otherwise set forth herein, the following persons or entities holding Non-Asbestos Claims against the Debtor arising prior to the Petition Date shall be required to file Proof of Non-Asbestos Claim on or before the applicable Bar Date:

- a. any person or entity whose Non-Asbestos Claim against the Debtor is not listed in the applicable Debtor’s Schedules, or is listed as “contingent,” “unliquidated,” or “disputed,” and if such entity desires to participate in this chapter 11 case or share in any distribution in this chapter 11 case;
- b. any person or entity who believes that its Non-Asbestos Claim is improperly classified in the Schedules or is listed in an incorrect amount and who

² Provided that notwithstanding the foregoing, a party to an executory contract or unexpired lease who asserts a Non-Asbestos Claim on account of unpaid amounts accrued and outstanding as of the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages claim) must file a Proof of Non-Asbestos Claim for such amounts on or before the applicable Bar Date, unless an exception identified in the Motion or this Order applies.

desires to have its Non-Asbestos Claim allowed in a different classification or amount other than that identified in the Schedules; and

- c. any entity who believes that its Non-Asbestos Claim against the Debtor is or may be entitled to priority under section 503(b)(9) of the Bankruptcy Code.

9. The following persons or entities whose claims would otherwise be subject to a Bar

Date need not file any proofs of claim:

- a. any person or entity who holds only an Asbestos Claim against the Debtor;
- b. any person or entity whose Non-Asbestos Claim is listed on the Schedules; *provided that* (i) the Non-Asbestos Claim is not listed on the Schedules as “disputed,” “contingent,” or “unliquidated,” and(ii) the person or entity does not dispute the amount, nature, and priority of the Non-Asbestos Claim as set forth in the Schedules;
- c. any person or entity who already has filed a signed Proof of a Non-Asbestos Claim with Verita against the Debtor with respect to the Non-Asbestos Claim being asserted, utilizing a claim form that substantially conforms to the Proof of Non-Asbestos Claim Form;
- d. any person or entity who holds a Non-Asbestos Claim that has been allowed by order of the Court entered on or before the applicable Bar Date;
- e. any person or entity whose Non-Asbestos Claim has been paid in full or will be paid in full in accordance with the Bankruptcy Code or an order of the Court entered on or before the applicable Bar Date;
- f. any person or entity who holds a Non-Asbestos Claim for which a separate deadline has been fixed by an order of this Court entered on or before the applicable Bar Date; and
- g. any person or entity asserting a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration (other than a 503(b)(9) claim) which must be asserted by the General Non-Asbestos Claim Bar Date.

10. Except as otherwise set forth herein, each entity that asserts a Non-Asbestos Claim against the Debtor that arose before the Petition Date shall be required to file a Proof of Non-Asbestos Claim. The following Procedures with respect to preparing and filing of Proofs of Non-Asbestos Claim are hereby established; *provided, however*, the Debtor in its discretion may waive any defects in a proof of claim:

- a. Proofs of Non-Asbestos Claim must substantially conform to the Proof of Non-Asbestos Claim Form attached as **Exhibit 1** to this Order or Official Bankruptcy Form No. 410;
- b. Proofs of Non-Asbestos Claim must (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) set forth with specificity the legal and factual basis for the alleged Non-Asbestos Claim; (iv) include supporting documentation for the Non-Asbestos Claim or an explanation as to why such documentation is not available; and (v) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant under penalty of perjury.
- c. Proofs of Non-Asbestos Claim must be filed (i) electronically through the website of the Debtor's Claims Agent, Verita, using the interface available on such website located at <https://www.veritaglobal.net/hopeman> under the link entitled "Submit Electronic Proof of Claim (ePOC)" (the "**Electronic Filing System**") or (ii) by delivering the original Proof of Non-Asbestos Claim form by hand, or mailing the original Proof of Non-Asbestos Claim form so that it is actually received by Verita on or before the applicable Bar Date as follows:

If by overnight courier, hand delivery, or first class mail:

Hopeman Brothers Inc.
c/o Kurtzman Carson Consultants LLC dba Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

- d. A proof of claim shall be deemed timely filed only if it **is actually received** by Verita as set forth in subparagraph (c) above, in each case, on or before the applicable Bar Date; and
- e. Proofs of Non-Asbestos Claim sent by facsimile, telecopy, or electronic mail transmission (other than Proofs of Non-Asbestos Claim filed electronically through the Electronic Filing System) **will not** be accepted.

11. Pursuant to Bankruptcy Rule 3003(c)(2), any holder of a Non-Asbestos Claim who is required to timely file a Proof of Non-Asbestos Claim on or before the applicable Bar Date as provided herein, but fails to do so, shall not be treated as a creditor with respect to such Non-Asbestos Claim for the purposes of voting on a chapter 11 plan and distribution in this chapter 11 case on account of such Non-Asbestos Claim and shall be subject to such other legal consequences as the Bankruptcy Code and Bankruptcy Rules may prescribe or permit, which may include disallowance of the untimely filed Non-Asbestos Claim and the barring, estopping, and enjoining

of the holder thereof from asserting such Non-Asbestos Claim against the Debtor or receiving further notices regarding such Non-Asbestos Claim.

12. Pursuant to Bankruptcy Rules 2002(a)(7), (f), and (l), the Debtor shall provide notice of the Bar Dates in accordance with the following Procedures:

- a. Within five business days of entry of this Order, the Debtor shall cause (i) a copy of the Proof of Non-Asbestos Claim Form and a copy of the Bar Date Notice to be mailed (both physical mail and, if available, by electronic mail) to the following parties:
 - (1) the Office of the U.S. Trustee;
 - (2) counsel for any creditors' committee appointed in these chapter 11 cases;
 - (3) all known holders of potential Non-Asbestos Claims against the Debtor;
 - (4) all counterparties to the Debtor's executory contracts and unexpired leases at the addresses stated therein or as updated pursuant to a request by the counterparty or by returned mail from the post office with a forwarding address;
 - (5) all parties to pending litigation against the Debtor (as of the date of entry of the Order), with the exception of parties to pending litigation against the Debtor involving Asbestos Claims;
 - (6) all persons or entities who have filed Proof of Non-Asbestos Claims as of the date of entry of this Order;
 - (7) all parties who have sent correspondence to the Court and are listed on the Court's electronic docket (as of the date of entry of the Order);
 - (8) all parties who have requested notice pursuant to Bankruptcy Rule 2002 (as of the date of entry of the Order);
 - (9) the Internal Revenue Service, and all applicable Governmental Units; and
 - (10) such additional persons and entities deemed appropriate by the Debtor.
- b. The Debtor shall post the Proof of Non-Asbestos Claim Form and the Bar Date Notice on the website established by Verita for the Debtor's case: <https://www.veritaglobal.net/hopeman>.

13. The Debtor and Verita are authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the terms of this Order.

14. Notification of the relief granted by this Order as provided herein is fair and reasonable and will provide good, sufficient, and proper notice to all creditors of their rights and obligations in connection with claims they may have against the Debtor in this chapter 11 case.

15. Nothing in this Order shall prejudice the right of the Debtor or any other party in interest to dispute or assert offsets or defenses to any claim reflected in the Schedules or otherwise.

16. Entry of this Order is without prejudice to the right of the Debtor to seek a further order of this Court fixing the date by which holders of claims not subject to the Bar Dates established herein must file such claims against the Debtor or be forever barred from so doing.

17. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Dated: _____, 2024
Richmond, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

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

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

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crankin@HuntonAK.com

Proposed Counsel for the Debtor and Debtor in Possession

SEEN AND NO OBJECTION:

/s/ Kathryn Montgomery

Kathryn Montgomery
Office of The United States Trustee
701 East Broad Street
Suite 4304
Richmond, VA 23219

United States Trustee

**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

Exhibit 1

Proof of Non-Asbestos Claim Form

Fill in this information to identify the case:

Debtor Hopeman Brothers, Inc.

United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division

Case number 24-32428 (KLP)

Modified Official Form 410

Proof of Non-Asbestos Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case for a Non-Asbestos Claim. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Non-Asbestos Claim

1. Who is the current creditor?
 Name of the current creditor (the person or entity to be paid for this claim) _____
 Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	Name _____	Name _____
	Number _____ Street _____	Number _____ Street _____
	City _____ State _____ ZIP Code _____	City _____ State _____ ZIP Code _____
	Country _____	Country _____
	Contact phone _____	Contact phone _____
	Contact email _____	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Non-Asbestos Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?** No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. **How much is the claim?** \$ _____ **Does this amount include interest or other charges?**
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?** Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.

9. **Is all or part of the claim secured?** No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. **Is this claim based on a lease?** No
 Yes. **Amount necessary to cure any default as of the date of the petition.** \$ _____

11. **Is this claim subject to a right of setoff?** No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$15,150* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY

Signature _____

Print the name of the person who is completing and signing this claim:

Name _____
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

City State ZIP Code Country

Contact phone _____ Email _____

Do not file these instructions with your Proof of Non-Asbestos Claim.

Modified Official Form 410

Instructions for Proof of Non-Asbestos Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571

The established Bar Date for Non-Asbestos Claims in this case is October 15, 2024 at 5:00 p.m. (ET).

How to fill out this form

■ **Fill in all of the information about the claim as of the date the case was filed.**

■ **Fill in the caption at the top of the form**

■ **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.

■ **Attach any supporting documents to this form.** Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).

■ **Do not attach original documents because attachments may be destroyed after scanning.**

■ **If the claim is based on delivery health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:

Hopeman Brothers Inc. Claims Processing Center
c/o Kurtzman Carson Consultants LLC dba Verita Global
222 N. Pacific Coast Hwy., Suite 300
El Segundo, CA 90245

Alternatively, your claim can be filed electronically on Verita's website at <https://www.veritaglobal.net/hopeman>

■ **A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.

■ **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or you may view a list of filed claims in this case by visiting the Claims and Noticing and Agent's website at <http://www.veritaglobal.net/hopeman>.

Understand the terms used in this form

Asbestos Claim: any prepetition "claim" (as defined in 11 U.S.C. § 101(5)) or allegation or portion thereof against, or any debt, liability, or obligation of, the Debtor, whether now existing or hereafter arising, whether in the nature of or sounding in tort, or under contract, warranty, or any other theory of law, equity, or admiralty for, arising out of, resulting from, or attributable to, directly or indirectly, death, bodily injury, sickness, disease, or any other actual or alleged personal injury, physical, emotional, or otherwise, to persons, caused or allegedly caused, directly or indirectly, by the presence of, or exposure to, asbestos, including, without limitation, asbestos containing products or materials engineered, designed, marketed, manufactured, fabricated, constructed, sold, supplied, produced, installed, maintained, serviced, specified, selected, repaired, removed, replaced, released, distributed, or in any

other way used by the Debtor or any other entity for whose products or operations the Debtor has liability or is alleged to have liability, but only to the extent arising, directly or indirectly, from acts, omissions, business, or operations of the Debtor (including the acts, omissions, business, or operations of any other entity for whose products or operations the Debtor has liability, but only to the extent of the Debtor's liability for such acts, omissions, business, or operations), including all related claims, debts, obligations, or liabilities (such as any claim or demand for compensatory damages; loss of consortium; medical monitoring; wrongful death; survivorship; proximate, consequential, general, special, or punitive damages; or reimbursement, indemnity, contribution, or subrogation).

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing that bankruptcy estate. 11 U.S.C. § 503

Bar Date for Non-Asbestos Claims: October 15, 2024 at 5:00 p.m. (ET)

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity to who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. §101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Non-Asbestos Claim: Any claim that is not an "Asbestos Claim" as defined above.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Exhibit 2

Bar Date Notice

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)
 Riverfront Plaza, East Tower
 951 East Byrd Street
 Richmond, Virginia 23219
 Telephone: (804) 788-8200

Proposed Counsel for Debtor and Debtor in Possession

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

In re:

**HOPEMAN BROTHERS, INC.,

 Debtor.**

Chapter 11

Case No. 24-32428 (KLP)

NOTICE OF DEADLINES TO FILE PROOFS OF NON-ASBESTOS CLAIMS

TO: ALL PERSONS AND ENTITIES WHO MAY HAVE NON-ASBESTOS CLAIMS AGAINST THE FOLLOWING ENTITY

<u>Name of Debtor</u>	<u>Case Number</u>	<u>Tax Identification Number</u>
Hopeman Brothers, Inc.	Case No. 24-32428 (KLP)	13-0852520

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

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

Address of the Clerk of the Bankruptcy Court
 Clerk of the Bankruptcy Court for the Eastern District of Virginia (Richmond Division)
 701 East Broad Street, Suite 4000, Richmond, Virginia 23219-1888
 Telephone: 804-916-2400
 Hours Open: 8:00 a.m. – 4:00 p.m. Monday-Friday

PLEASE TAKE NOTICE THAT:

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY HAVE A NON-ASBESTOS CLAIM AGAINST THE DEBTOR IN THE ABOVE-CAPTIONED CHAPTER 11 CASE. THEREFORE, YOU

SHOULD READ THIS NOTICE CAREFULLY AND CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS, INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.

On June 30, 2024 (the "Petition Date"), Hopeman Brothers, Inc., as debtor and debtor in possession (the "Debtor"), filed a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court").

KEY DEFINITIONS

As used herein, the term "Asbestos Claim" means: any prepetition "claim" (as defined in 11 U.S.C. § 101(5)) or allegation or portion thereof against, or any debt, liability, or obligation of, the Debtor, whether now existing or hereafter arising, whether in the nature of or sounding in tort, or under contract, warranty, or any other theory of law, equity, or admiralty for, arising out of, resulting from, or attributable to, directly or indirectly, death, bodily injury, sickness, disease, or any other actual or alleged personal injury, physical, emotional, or otherwise, to persons, caused or allegedly caused, directly or indirectly, by the presence of, or exposure to, asbestos, including, without limitation, asbestos-containing products or materials engineered, designed, marketed, manufactured, fabricated, constructed, sold, supplied, produced, installed, maintained, serviced, specified, selected, repaired, removed, replaced, released, distributed, or in any other way used by the Debtor or any other entity for whose products or operations the Debtor has liability or is alleged to have liability, but only to the extent arising, directly or indirectly, from acts, omissions, business, or operations of the Debtor (including the acts, omissions, business, or operations of any other entity for whose products or operations the Debtor has liability, but only to the extent of the Debtor's liability for such acts, omissions, business, or operations), including all related claims, debts, obligations, or liabilities (such as any claim or demand for compensatory damages; loss of consortium; medical monitoring; wrongful death; survivorship; proximate, consequential, general, special, or punitive damages; or reimbursement, indemnity, contribution, or subrogation).

As used herein, the term "Non-Asbestos Claim" means: any and all other prepetition claims against the Debtor that are not Asbestos PI Claims.

As used herein, pursuant to section 101(5) of the Bankruptcy Code, the word "claim" means (i) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (ii) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured. Further, claims include unsecured claims, secured claims, and priority claims.

As used herein, pursuant to section 101(15) of the Bankruptcy Code, the term "entity" has the meaning given to it in section 101(15) of the Bankruptcy Code, and includes all persons, estates, trusts, and governmental units. In addition, the terms "persons" and "governmental units" are defined in sections 101(41) and 101(27) of the Bankruptcy Code, respectively.

BAR DATES

On _____, 2024, the Bankruptcy Court, having jurisdiction over the chapter 11 case of the Debtor, entered an order (the "Bar Date Order") establishing the following Bar Dates (defined below):

- a. **October 15, 2024 at 5:00 p.m. (Eastern Time)** as the deadline for each person or entity (as defined in the Bankruptcy Code), other than governmental units ("Governmental Units") and persons or entities holding Asbestos PI Claims, to file a proof of a Non-Asbestos Claim (each, a "Proof of Non-Asbestos Claim") in respect of a prepetition Non-Asbestos Claim, including secured Non-Asbestos Claims, unsecured priority Non-Asbestos Claims, unsecured non-priority Non-Asbestos Claims, and Non-Asbestos Claims arising under section 503(b)(9) of the Bankruptcy Code against the Debtor (the "General Non-Asbestos Claims Bar Date"), unless otherwise provided herein;

- b. **December 27, 2024 at 5:00 p.m. (Eastern Time)** as the deadline for Governmental Units to file a Proof of Non-Asbestos Claim in respect of a prepetition Non-Asbestos Claim against the Debtor (the “Governmental Bar Date”);
- c. **the later of (i) the General Non-Asbestos Bar Date or the Governmental Bar Date, as applicable, or (ii) 5:00 p.m. (Eastern Time) on the date that is 30 days from the date on which the Debtor provides notice of an amendment or supplement to the Debtor’s schedules of assets and liabilities (the “Schedules”)¹** as the deadline by which claimants holding claims affected by such filing, amendment, or supplement must file Proofs of Non-Asbestos Claim with respect to such Non-Asbestos Claim (the “Amended Schedules Bar Date”); and
- d. **the later of (i) the General Non-Asbestos Bar Date or the Governmental Bar Date, as applicable, or (ii) 5:00 p.m. (Eastern Time) on the date that is 30 days from the date of entry of an order approving rejection of any executory contract or unexpired lease of the Debtor (the “Rejection Order”)** as the deadline by which claimants asserting Non-Asbestos Claims resulting from the Debtor’s rejection of an executory contract or unexpired lease must file Proofs of Non-Asbestos Claim for damages arising from such rejection² (the “Rejection Damages Bar Date,” and, together with the General Bar Date, the Governmental Bar Date, and the Amended Schedules Bar Date, the “Bar Dates”).

If you have any questions relating to this notice, please feel free to contact Verita at (877) 709-4752 (U.S./Canada) or (424) 236-7232 (International) or by e-mail at <https://www.veritaglobal.net/hopeman/inquiry>.

NOTE: The staff of the Bankruptcy Clerk’s Office, the Office of the United States Trustee, and Verita cannot give legal advice.

INSTRUCTIONS

1. WHO MUST FILE A PROOF OF NON-ASBESTOS CLAIM

The following persons or entities **are required** to file Proofs of Non-Asbestos Claim on or before the applicable Bar Date:

- a. any person or entity whose Non-Asbestos Claim against the Debtor is not listed in the applicable Debtor’s Schedules, or is listed as “contingent,” “unliquidated,” or “disputed,” and if such entity desires to participate in this chapter 11 case or share in any distribution in this chapter 11 case;
- b. any person or entity who believes that its Non-Asbestos Claim is improperly classified in the Schedules or is listed in an incorrect amount and who desires to have its Non-Asbestos Claim allowed in a different classification or amount other than that identified in the Schedules; and

¹ The Debtor filed its Schedules with the Court on July 15, 2024 [Docket No. 59] and on July 17, 2024 [Docket No. 66]. Copies of the Schedules and Bar Date Order are available and may be examined by interested parties (i) at the website maintained for these cases by Verita at <https://www.veritaglobal.net/hopeman>, (ii) at the office of the Clerk of the Court, 701 East Broad Street, Suite 4000, Richmond, Virginia, between the hours of 8:00 a.m. and 3:00 p.m. (prevailing Eastern Time), or on the Court’s electronic docket of these cases at the address www.vaeb.uscourts.gov.

² Provided that notwithstanding the foregoing, a party to an executory contract or unexpired lease who asserts a Non-Asbestos Claim on account of unpaid amounts accrued and outstanding as of the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages claim) must file a Proof of Non-Asbestos Claim for such amounts on or before the applicable Bar Date, unless an exception identified in the Motion or this Order applies.

- c. any entity who believes that its Non-Asbestos Claim against the Debtor is or may be entitled to priority under section 503(b)(9) of the Bankruptcy Code.

2. WHO NEED NOT FILE A PROOF OF CLAIM

The following persons or entities are not required to file a Proof of Non-Asbestos Claim on or before the applicable Bar Date:

- a. any person or entity who holds only an Asbestos PI Claim against the Debtor;
- b. any person or entity whose Non-Asbestos Claim is listed on the Schedules; *provided that* (i) the Non-Asbestos Claim is not listed on the Schedules as “disputed,” “contingent,” or “unliquidated,” and(ii) the person or entity does not dispute the amount, nature, and priority of the Non-Asbestos Claim as set forth in the Schedules;
- c. any person or entity who already has filed a signed Proof of a Non-Asbestos Claim with Verita against the Debtor with respect to the Non-Asbestos Claim being asserted, utilizing a claim form that substantially conforms to the Proof of Non-Asbestos Claim Form;
- d. any person or entity who holds a Non-Asbestos Claim that has been allowed by order of the Court entered on or before the applicable Bar Date;
- e. any person or entity whose Non-Asbestos Claim has been paid in full or will be paid in full in accordance with the Bankruptcy Code or an order of the Court entered on or before the applicable Bar Date;
- f. any person or entity who holds a Non-Asbestos Claim for which a separate deadline has been fixed by an order of this Court entered on or before the applicable Bar Date; and
- g. any person or entity asserting a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration (other than a 503(b)(9) claim which must be asserted by the General Non-Asbestos Claim Bar Date.

The fact that you have received this notice does not mean that you have a Non-Asbestos Claim or that the Debtor or the Court believe that you have a Non-Asbestos Claim against the Debtor. You should not file a Proof of Non-Asbestos Claim if you do not have a Non-Asbestos Claim against the Debtor.

3. INSTRUCTIONS FOR FILING PROOFS OF NON-ASBESTOS CLAIM

The following procedures with respect to preparing and filing a Proof of Non-Asbestos Claim will apply; *provided, however*, the Debtor in its discretion may waive any defects in a proof of claim:

- a. Proofs of Non-Asbestos Claims must substantially conform to the attached Proof of Non-Asbestos Claim Form or Official Bankruptcy Form No. 410;
- b. Proofs of Non-Asbestos Claim must (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) set forth with specificity the legal and factual basis for the alleged claim; (iv) include supporting documentation for the Proof of Non-Asbestos Claim or an explanation as to why such documentation is not available; and (v) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant under penalty of perjury;
- c. Proofs of Non-Asbestos Claim must be filed (i) electronically through the website of the Debtor’s claims and noticing agent, Verita, using the interface available on such website located at <https://www.veritaglobal.net/hopeman> under the link entitled “Submit Electronic Proof of Claim

(ePOC)” (the “Electronic Filing System”) or (ii) by delivering the original Proofs of Non-Asbestos Claim form by hand, or mailing the original Proofs of Non-Asbestos Claim Form so that it is actually received by Verita on or before the applicable Bar Date as follows:

If by overnight courier, hand delivery, or first class mail:

Hopeman Brothers Inc.
c/o Kurtzman Carson Consultants LLC dba Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

- d. A Proof of Non-Asbestos Claim shall be deemed timely filed only if it **is actually received** by Verita as set forth in subparagraph (c) above, in each case, on or before the applicable Bar Date; and
- e. Proofs of Non-Asbestos Claim sent by facsimile, telecopy, or electronic mail transmission (other than proofs of claim filed electronically through the Electronic Filing System) **will not** be accepted.

4. CONSEQUENCES OF FAILURE TO TIMELY FILE A PROOF OF NON-ASBESTOS CLAIM BY THE APPLICABLE BAR DATE

Pursuant to the Bar Date Order and Bankruptcy Rule 3003(c)(2), any holder of a Non-Asbestos Claim who is required to timely file a Proof of Non-Asbestos Claim on or before the applicable Bar Date as provided herein, but fails to do so, shall not be treated as a creditor with respect to such Non-Asbestos Claim for the purposes of voting on a chapter 11 plan and distribution in this chapter 11 case on account of such Non-Asbestos Claim and shall be subject to such other legal consequences as the Bankruptcy Code and Bankruptcy Rules may prescribe or permit, which may include disallowance of the untimely filed Non-Asbestos Claim and the barring, estopping, and enjoining of the holder thereof from asserting such Non-Asbestos Claim against the Debtor or receiving further notices regarding such Non-Asbestos Claim.

5. RESERVATION OF RIGHTS

Nothing contained in this notice is intended to or should be construed as a waiver of the Debtor’s right to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules.

If you require additional information regarding the filing of a Proof of Non-Asbestos Claim, you may contact Verita directly at: Verita Global, 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245; telephone: (877) 709-4752 (U.S./Canada) or (424) 236-7232 (International); or by e-mail at <https://www.veritaglobal.net/hopeman/inquiry>.

A holder of a possible claim against the Debtor should consult an attorney if such holder has any questions regarding this notice, including whether the holder should file a proof of claim.

Dated: Richmond, Virginia
_____, 2024

BY ORDER OF THE COURT

<p>HUNTON ANDREWS KURTH LLP Joseph P. Rovira (admitted <i>pro hac vice</i>) Catherine A. Rankin (admitted <i>pro hac vice</i>) 600 Travis Street, Suite 4200 Houston, Texas 77002 Telephone: (713) 220-4200</p>	<p>HUNTON ANDREWS KURTH LLP Tyler P. Brown (VSB No. 28072) Henry P. (Toby) Long, III (VSB No. 75134) Riverfront Plaza, East Tower 951 East Byrd Street Richmond, Virginia 23219 Telephone: (804) 788-8200</p>
--	--

Proposed Counsel for Debtor and Debtor in Possession

Exhibit B

Redline

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)
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Telephone: (804) 788-8200

Proposed Counsel for Debtor and Debtor in Possession

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

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

ORDER (I) ESTABLISHING BAR DATES FOR SUBMITTING PROOFS OF NON-ASBESTOS CLAIM; (II) APPROVING PROCEDURES FOR SUBMITTING PROOFS OF NON-ASBESTOS CLAIM; (III) APPROVING NOTICE THEREOF; (IV) APPROVING A TAILORED PROOF OF NON-ASBESTOS CLAIM FORM; AND (V) GRANTING RELATED RELIEF

Upon the motion (the "Motion")¹ of the above-captioned debtor in the above-captioned chapter 11 case (the "Debtor"), for entry of an order (this "Order") (i) establishing bar dates for submitting proofs of Non-Asbestos Claim; (ii) approving procedures for submitting proofs of Non-Asbestos Claim; (iii) approving notice thereof; (iv) approving a tailored Proof of Non-Asbestos Claim Form; and (v) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334 and the *Standing Order of Reference*

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

from the United States District Court for the Eastern District of Virginia, dated August 15, 1984;
and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this order, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted as set forth herein.
2. As used herein, the term “Asbestos Claim” means ~~a~~any prepetition ~~asbestos-related personal injury claim against the Debtor.~~ “claim” (as defined in 11 U.S.C. § 101(5)) or allegation or portion thereof against, or any debt, liability, or obligation of, the Debtor, whether now existing or hereafter arising, whether in the nature of or sounding in tort, or under contract, warranty, or any other theory of law, equity, or admiralty for, arising out of, resulting from, or attributable to, directly or indirectly, death, bodily injury, sickness, disease, or any other actual or alleged personal injury, physical, emotional, or otherwise, to persons, caused or allegedly caused, directly or indirectly, by the presence of, or exposure to, asbestos, including, without limitation, asbestos-containing products or materials engineered, designed, marketed, manufactured, fabricated, constructed, sold, supplied, produced, installed, maintained, serviced, specified, selected, repaired, removed, replaced, released, distributed, or in any other way used by the Debtor or any other entity for whose products or operations the Debtor has liability or is alleged to have liability, but only to the

extent arising, directly or indirectly, from acts, omissions, business, or operations of the Debtor (including the acts, omissions, business, or operations of any other entity for whose products or operations the Debtor has liability, but only to the extent of the Debtor's liability for such acts, omissions, business, or operations), including all related claims, debts, obligations, or liabilities (such as any claim or demand for compensatory damages; loss of consortium; medical monitoring; wrongful death; survivorship; proximate, consequential, general, special, or punitive damages; or reimbursement, indemnity, contribution, or subrogation).

3. As used herein, the term “Non-Asbestos Claim” means any and all other prepetition claims against the Debtor that are not Asbestos Claims.

4. As of the date of this Order, this Court has not approved the establishment of any bar date for Asbestos Claims. Nothing in this Order shall apply to, affect, or impair any Asbestos Claims.

5. The claims bar date of November 4, 2024, which was set by notices of the Clerk's Office [Docket Nos. 37 and 49], is hereby vacated, nullified, and shall not apply to, affect, or impair any claims in this chapter 11 case, including both Asbestos Claims and Non-Asbestos Claims.

6. ~~4.~~ Unless otherwise provided herein, the following Bar Dates are hereby established in this chapter 11 case:

- a. establish ~~September 13~~October 15, 2024 at 5:00 p.m. (Eastern Time) as the deadline for each person or entity (as defined in the Bankruptcy Code), other than governmental units (“Governmental Units”) and persons or entities holding Asbestos ~~PI~~ Claims, to file a proof of a Non-Asbestos Claim (each, a “Proof of Non-Asbestos Claim”) in respect of a prepetition Non-Asbestos Claim, including secured Non-Asbestos Claims, unsecured priority Non-Asbestos Claims, unsecured non-priority Non-Asbestos Claims, and Non-Asbestos Claims arising under section 503(b)(9) of the

Bankruptcy Code against the Debtor (the “General Non-Asbestos Claims Bar Date”), unless otherwise provided herein;

- b. establish **December 27, 2024 at 5:00 p.m. (Eastern Time)** as the deadline for Governmental Units to file a Proof of Non-Asbestos Claim in respect of a prepetition Non-Asbestos Claim against the Debtor (the “Governmental Bar Date”);
- c. establish **the later of (i) the General Non-Asbestos Bar Date or the Governmental Bar Date, as applicable, or (ii) 5:00 p.m. (Eastern Time) on the date that is 30 days after the date on which the Debtor provides notice of an amendment or supplement to the Schedules (as defined herein)** as the deadline by which claimants holding claims affected by such filing, amendment, or supplement must file Proofs of Non-Asbestos Claim with respect to such Non-Asbestos Claim (the “Amended Schedules Bar Date”); and
- d. establish **the later of (i) the General Non-Asbestos Bar Date or the Governmental Bar Date, as applicable, or (ii) 5:00 p.m. (Eastern Time) on the date that is 30 days after the date of entry of an order approving rejection of any executory contract or unexpired lease of the Debtor (the “Rejection Order”)** as the deadline by which claimants asserting Non-Asbestos Claims resulting from the Debtor’s rejection of an executory contract or unexpired lease must file Proofs of Non-Asbestos Claim for damages arising from such rejection² (the “Rejection Damages Bar Date,” and, together with the General Bar Date, the Governmental Bar Date, and the Amended Schedules Bar Date, the “Bar Dates”).

7. ~~5.~~ The Proof of Non-Asbestos Claim Form, substantially in the form annexed hereto as Exhibit 1, and the Bar Date Notice, substantially in the form annexed hereto as Exhibit 2, are approved.

8. ~~6.~~ Except as otherwise set forth herein, the following persons or entities holding Non-Asbestos Claims against the Debtor arising prior to the Petition Date shall be required to file Proof of Non-Asbestos Claim on or before the applicable Bar Date:

- a. any person or entity whose Non-Asbestos Claim against the Debtor is not listed in the applicable Debtor’s Schedules, or is listed as “contingent,” “unliquidated,” or “disputed,” and if such entity desires to participate in this chapter 11 case or share in any distribution in this chapter 11 case;

² Provided that notwithstanding the foregoing, a party to an executory contract or unexpired lease who asserts a Non-Asbestos Claim on account of unpaid amounts accrued and outstanding as of the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages claim) must file a Proof of Non-Asbestos Claim for such amounts on or before the applicable Bar Date, unless an exception identified in the Motion or this Order applies.

- b. any person or entity who believes that its Non-Asbestos Claim is improperly classified in the Schedules or is listed in an incorrect amount and who desires to have its Non-Asbestos Claim allowed in a different classification or amount other than that identified in the Schedules; and
- c. any entity who believes that its Non-Asbestos Claim against the Debtor is or may be entitled to priority under section 503(b)(9) of the Bankruptcy Code.

9. ~~7.~~The following persons or entities whose claims would otherwise be subject to a

Bar Date need not file any proofs of claim:

- a. any person or entity who holds only an Asbestos ~~PI~~-Claim against the Debtor;
- b. any person or entity whose Non-Asbestos Claim is listed on the Schedules; *provided that* (i) the Non-Asbestos Claim is not listed on the Schedules as “disputed,” “contingent,” or “unliquidated,” and(ii) the person or entity does not dispute the amount, nature, and priority of the Non-Asbestos Claim as set forth in the Schedules;
- c. any person or entity who already has filed a signed Proof of a Non-Asbestos Claim with Verita against the Debtor with respect to the Non-Asbestos Claim being asserted, utilizing a claim form that substantially conforms to the Proof of Non-Asbestos Claim Form;
- d. any person or entity who holds a Non-Asbestos Claim that has been allowed by order of the Court entered on or before the applicable Bar Date;
- e. any person or entity whose Non-Asbestos Claim has been paid in full or will be paid in full in accordance with the Bankruptcy Code or an order of the Court entered on or before the applicable Bar Date;
- f. any person or entity who holds a Non-Asbestos Claim for which a separate deadline has been fixed by an order of this Court entered on or before the applicable Bar Date; and
- g. any person or entity asserting a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration (other than a 503(b)(9) claim) which must be asserted by the General Non-Asbestos Claim Bar Date.

10. ~~8.~~Except as otherwise set forth herein, each entity that asserts a Non-Asbestos Claim against the Debtor that arose before the Petition Date shall be required to file a Proof of Non-Asbestos Claim. The following Procedures with respect to preparing and filing of Proofs of

Non-Asbestos Claim are hereby established; *provided, however*, the Debtor in its discretion may waive any defects in a proof of claim:

- a. Proofs of Non-Asbestos Claim must substantially conform to the Proof of Non-Asbestos Claim Form attached as **Exhibit 1** to this Order or Official Bankruptcy Form No. 410;
- b. Proofs of Non-Asbestos Claim must (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) set forth with specificity the legal and factual basis for the alleged Non-Asbestos Claim; (iv) include supporting documentation for the Non-Asbestos Claim or an explanation as to why such documentation is not available; and (v) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant under penalty of perjury.
- c. Proofs of Non-Asbestos Claim must be filed (i) electronically through the website of the Debtor's Claims Agent, Verita, using the interface available on such website located at <https://www.veritaglobal.net/hopeman> under the link entitled "Submit Electronic Proof of Claim (ePOC)" (the "**Electronic Filing System**") or (ii) by delivering the original Proof of Non-Asbestos Claim form by hand, or mailing the original Proof of Non-Asbestos Claim form so that it is actually received by Verita on or before the applicable Bar Date as follows:

If by overnight courier, hand delivery, or first class mail:

Hopeman Brothers Inc.
c/o Kurtzman Carson Consultants LLC dba Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

- d. A proof of claim shall be deemed timely filed only if it **is actually received** by Verita as set forth in subparagraph (c) above, in each case, on or before the applicable Bar Date; and
- e. Proofs of Non-Asbestos Claim sent by facsimile, telecopy, or electronic mail transmission (other than Proofs of Non-Asbestos Claim filed electronically through the Electronic Filing System) **will not** be accepted.

11. ~~9.~~ Pursuant to Bankruptcy Rule 3003(c)(2), any holder of a Non-Asbestos Claim who is required to timely file a Proof of Non-Asbestos Claim on or before the applicable Bar Date as provided herein, but fails to do so, ~~(i)~~ shall not be treated as a creditor with respect to such Non-Asbestos Claim for the purposes of voting on a chapter 11 plan and distribution in this chapter 11 case on account of such Non-Asbestos Claim; ~~and (ii) forever shall be barred, estopped, and~~

~~enjoined~~ shall be subject to such other legal consequences as the Bankruptcy Code and Bankruptcy Rules may prescribe or permit, which may include disallowance of the untimely filed Non-Asbestos Claim and the barring, estopping, and enjoining of the holder thereof from asserting such Non-Asbestos Claim against the Debtor ~~and its property (or filing a Proof of Non-Asbestos Claim with respect thereto), and the Debtor and its chapter 11 estate, successor, and property shall be forever discharged from any and all indebtedness or liability with respect to or arising from~~ or receiving further notices regarding such Non-Asbestos Claim.

12. ~~10.~~ Pursuant to Bankruptcy Rules 2002(a)(7), (f), and (l), the Debtor shall provide notice of the Bar Dates in accordance with the following Procedures:

- a. Within five business days of entry of this Order, the Debtor shall cause (i) a copy of the Proof of Non-Asbestos Claim Form and a copy of the Bar Date Notice to be mailed (both physical mail and, if available, by electronic mail) to the following parties:
 - (1) the Office of the U.S. Trustee;
 - (2) counsel for any creditors' committee appointed in these chapter 11 cases;
 - (3) all known holders of potential Non-Asbestos Claims against the Debtor;
 - (4) all counterparties to the Debtor's executory contracts and unexpired leases at the addresses stated therein or as updated pursuant to a request by the counterparty or by returned mail from the post office with a forwarding address;
 - (5) all parties to pending litigation against the Debtor (as of the date of entry of the Order), with the exception of parties to pending litigation against the Debtor involving Asbestos ~~PI~~ Claims;
 - (6) all persons or entities who have filed Proof of Non-Asbestos Claims as of the date of entry of this Order;
 - (7) all parties who have sent correspondence to the Court and are listed on the Court's electronic docket (as of the date of entry of the Order);
 - (8) all parties who have requested notice pursuant to Bankruptcy Rule 2002 (as of the date of entry of the Order);

- (9) the Internal Revenue Service, and all applicable Governmental Units; and
- (10) such additional persons and entities deemed appropriate by the Debtor.

b. The Debtor shall post the Proof of ~~Asbestos~~Non-Asbestos Claim Form and the Bar Date Notice on the website established by Verita for the Debtor's case: <https://www.veritaglobal.net/hopeman>.

13. ~~11.~~ The Debtor and Verita are authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the terms of this Order.

14. ~~12.~~ Notification of the relief granted by this Order as provided herein is fair and reasonable and will provide good, sufficient, and proper notice to all creditors of their rights and obligations in connection with claims they may have against the Debtor in this chapter 11 case.

15. ~~13.~~ Nothing in this Order shall prejudice the right of the Debtor or any other party in interest to dispute or assert offsets or defenses to any claim reflected in the Schedules or otherwise.

16. ~~14.~~ Entry of this Order is without prejudice to the right of the Debtor to seek a further order of this Court fixing the date by which holders of claims not subject to the Bar Dates established herein must file such claims against the Debtor or be forever barred from so doing.

17. ~~15.~~ This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Dated: _____, 2024
Richmond, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

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

Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
HUNTON ANDREWS KURTH LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Telephone: (804) 788-8200
Facsimile: (804) 788-8218
Email: tpbrown@HuntonAK.com
hlong@HuntonAK.com

- and -

Joseph P. Rovira (admitted *pro hac vice*)
Catherine A. Rankin (admitted *pro hac vice*)
HUNTON ANDREWS KURTH LLP
600 Travis Street, Suite 4200
Houston, TX 77002
Telephone: (713) 220-4200
Facsimile: (713) 220-4285
Email: josephrovira@HuntonAK.com
crankin@HuntonAK.com

Proposed Counsel for the Debtor and Debtor in Possession

SEEN AND NO OBJECTION:

/s/ Kathryn Montgomery
Kathryn Montgomery
Office of The United States Trustee
701 East Broad Street
Suite 4304
Richmond, VA 23219

United States Trustee

**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

Exhibit 1

Proof of Non-Asbestos Claim Form

Exhibit 2

Bar Date Notice

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)
 Riverfront Plaza, East Tower
 951 East Byrd Street
 Richmond, Virginia 23219
 Telephone: (804) 788-8200

Proposed Counsel for Debtor and Debtor in Possession

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

<p>In re: HOPEMAN BROTHERS, INC., Debtor.</p>	<p>Chapter 11 Case No. 24-32428 (KLP)</p>
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NOTICE OF DEADLINES TO FILE PROOFS OF NON-ASBESTOS CLAIMS

TO: ALL PERSONS AND ENTITIES WHO MAY HAVE NON-ASBESTOS CLAIMS AGAINST THE FOLLOWING ENTITY

<u>Name of Debtor</u>	<u>Case Number</u>	<u>Tax Identification Number</u>
Hopeman Brothers, Inc.	Case No. 24-32428 (KLP)	13-0852520

<p><u>Attorneys for Debtor</u> Joseph P. Rovira (admitted <i>pro hac vice</i>) Catherine A. Rankin (admitted <i>pro hac vice</i>) HUNTON ANDREWS KURTH LLP 600 Travis Street, Suite 4200 Houston, Texas 77002 Telephone: (713) 220-4200</p>	<p><u>Attorneys for Debtor</u> Tyler P. Brown (VSB No. 28072) Henry P. (Toby) Long, III (VSB No. 75134) HUNTON ANDREWS KURTH LLP Riverfront Plaza, East Tower 951 East Byrd Street Richmond, Virginia 23219 Telephone: (804) 788-8200</p>
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Address of the Clerk of the Bankruptcy Court
 Clerk of the Bankruptcy Court for the Eastern District of Virginia (Richmond Division)
 701 East Broad Street, Suite 4000, Richmond, Virginia 23219-1888
 Telephone: 804-916-2400
 Hours Open: 8:00 a.m. – 4:00 p.m. Monday-Friday

PLEASE TAKE NOTICE THAT:

<p>YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY HAVE A NON-ASBESTOS CLAIM AGAINST THE DEBTOR IN THE ABOVE-CAPTIONED CHAPTER 11 CASE. THEREFORE, YOU</p>

SHOULD READ THIS NOTICE CAREFULLY AND CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS, INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.

On June 30, 2024 (the “Petition Date”), Hopeman Brothers, Inc., as debtor and debtor in possession (the “Debtor”), filed a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”).

KEY DEFINITIONS

As used herein, the term “Asbestos PI Claim” means: ~~any~~ **any** prepetition **asbestos-related personal injury claim against the Debtor**; “claim” (as defined in 11 U.S.C. § 101(5)) or allegation or portion thereof against, or any debt, liability, or obligation of, the Debtor, whether now existing or hereafter arising, whether in the nature of or sounding in tort, or under contract, warranty, or any other theory of law, equity, or admiralty for, arising out of, resulting from, or attributable to, directly or indirectly, death, bodily injury, sickness, disease, or any other actual or alleged personal injury, physical, emotional, or otherwise, to persons, caused or allegedly caused, directly or indirectly, by the presence of, or exposure to, asbestos, including, without limitation, asbestos-containing products or materials engineered, designed, marketed, manufactured, fabricated, constructed, sold, supplied, produced, installed, maintained, serviced, specified, selected, repaired, removed, replaced, released, distributed, or in any other way used by the Debtor or any other entity for whose products or operations the Debtor has liability or is alleged to have liability, but only to the extent arising, directly or indirectly, from acts, omissions, business, or operations of the Debtor (including the acts, omissions, business, or operations of any other entity for whose products or operations the Debtor has liability, but only to the extent of the Debtor’s liability for such acts, omissions, business, or operations), including all related claims, debts, obligations, or liabilities (such as any claim or demand for compensatory damages; loss of consortium; medical monitoring; wrongful death; survivorship; proximate, consequential, general, special, or punitive damages; or reimbursement, indemnity, contribution, or subrogation).

As used herein, the term “Non-Asbestos Claim” means: any and all other prepetition claims against the Debtor that are not Asbestos PI Claims.

As used herein, pursuant to section 101(5) of the Bankruptcy Code, the word “claim” means (i) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (ii) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured. Further, claims include unsecured claims, secured claims, and priority claims.

As used herein, pursuant to section 101(15) of the Bankruptcy Code, the term “entity” has the meaning given to it in section 101(15) of the Bankruptcy Code, and includes all persons, estates, trusts, and governmental units. In addition, the terms “persons” and “governmental units” are defined in sections 101(41) and 101(27) of the Bankruptcy Code, respectively.

BAR DATES

On _____, 2024, the Bankruptcy Court, having jurisdiction over the chapter 11 case of the Debtor, entered an order (the “Bar Date Order”) establishing the following Bar Dates (defined below):

- a. ~~September 13~~ **October 15, 2024 at 5:00 p.m. (Eastern Time)** as the deadline for each person or entity (as defined in the Bankruptcy Code), other than governmental units (“Governmental Units”) and persons or entities holding Asbestos PI Claims, to file a proof of a Non-Asbestos Claim (each, a “Proof of Non-Asbestos Claim”) in respect of a prepetition Non-Asbestos Claim, including secured Non-Asbestos Claims, unsecured priority Non-Asbestos Claims, unsecured non-priority Non-Asbestos Claims, and Non-Asbestos Claims arising under section 503(b)(9) of the Bankruptcy Code against the Debtor (the “General Non-Asbestos Claims Bar Date”), unless otherwise provided herein;

- b. **December 27, 2024 at 5:00 p.m. (Eastern Time)** as the deadline for Governmental Units to file a Proof of Non-Asbestos Claim in respect of a prepetition Non-Asbestos Claim against the Debtor (the “Governmental Bar Date”);
- c. **the later of (i) the General Non-Asbestos Bar Date or the Governmental Bar Date, as applicable, or (ii) 5:00 p.m. (Eastern Time) on the date that is 30 days from the date on which the Debtor provides notice of an amendment or supplement to the Debtor’s schedules of assets and liabilities (the “Schedules”)¹** as the deadline by which claimants holding claims affected by such filing, amendment, or supplement must file Proofs of Non-Asbestos Claim with respect to such Non-Asbestos Claim (the “Amended Schedules Bar Date”); and
- d. **the later of (i) the General Non-Asbestos Bar Date or the Governmental Bar Date, as applicable, or (ii) 5:00 p.m. (Eastern Time) on the date that is 30 days from the date of entry of an order approving rejection of any executory contract or unexpired lease of the Debtor (the “Rejection Order”)** as the deadline by which claimants asserting Non-Asbestos Claims resulting from the Debtor’s rejection of an executory contract or unexpired lease must file Proofs of Non-Asbestos Claim for damages arising from such rejection² (the “Rejection Damages Bar Date,” and, together with the General Bar Date, the Governmental Bar Date, and the Amended Schedules Bar Date, the “Bar Dates”).

If you have any questions relating to this notice, please feel free to contact Verita at (877) 709-4752 (U.S./Canada) or (424) 236-7232 (International) or by e-mail at <https://www.veritaglobal.net/hopeman/inquiry>.

NOTE: The staff of the Bankruptcy Clerk’s Office, the Office of the United States Trustee, and Verita cannot give legal advice.

INSTRUCTIONS

1. **WHO MUST FILE A PROOF OF NON-ASBESTOS CLAIM**

The following persons or entities **are required** to file Proofs of Non-Asbestos Claim on or before the applicable Bar Date:

- a. any person or entity whose Non-Asbestos Claim against the Debtor is not listed in the applicable Debtor’s Schedules, or is listed as “contingent,” “unliquidated,” or “disputed,” and if such entity desires to participate in this chapter 11 case or share in any distribution in this chapter 11 case;
- b. any person or entity who believes that its Non-Asbestos Claim is improperly classified in the Schedules or is listed in an incorrect amount and who desires to have its Non-Asbestos Claim allowed in a different classification or amount other than that identified in the Schedules; and

¹ The Debtor filed its Schedules with the Court on July 15, 2024 [Docket No. 59] and on July 17, 2024 [Docket No. 66]. Copies of the Schedules and Bar Date Order are available and may be examined by interested parties (i) at the website maintained for these cases by Verita at <https://www.veritaglobal.net/hopeman>, (ii) at the office of the Clerk of the Court, 701 East Broad Street, Suite 4000, Richmond, Virginia, between the hours of 8:00 a.m. and 3:00 p.m. (prevailing Eastern Time), or on the Court’s electronic docket of these cases at the address www.vaeb.uscourts.gov.

² Provided that notwithstanding the foregoing, a party to an executory contract or unexpired lease who asserts a Non-Asbestos Claim on account of unpaid amounts accrued and outstanding as of the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages claim) must file a Proof of Non-Asbestos Claim for such amounts on or before the applicable Bar Date, unless an exception identified in the Motion or this Order applies.

- c. any entity who believes that its Non-Asbestos Claim against the Debtor is or may be entitled to priority under section 503(b)(9) of the Bankruptcy Code.

2. **WHO NEED NOT FILE A PROOF OF CLAIM**

The following persons or entities are not required to file a Proof of Non-Asbestos Claim on or before the applicable Bar Date:

- a. any person or entity who holds only an Asbestos PI Claim against the Debtor;
- b. any person or entity whose Non-Asbestos Claim is listed on the Schedules; *provided that* (i) the Non-Asbestos Claim is not listed on the Schedules as “disputed,” “contingent,” or “unliquidated,” and(ii) the person or entity does not dispute the amount, nature, and priority of the Non-Asbestos Claim as set forth in the Schedules;
- c. any person or entity who already has filed a signed Proof of a Non-Asbestos Claim with Verita against the Debtor with respect to the Non-Asbestos Claim being asserted, utilizing a claim form that substantially conforms to the Proof of Non-Asbestos Claim Form;
- d. any person or entity who holds a Non-Asbestos Claim that has been allowed by order of the Court entered on or before the applicable Bar Date;
- e. any person or entity whose Non-Asbestos Claim has been paid in full or will be paid in full in accordance with the Bankruptcy Code or an order of the Court entered on or before the applicable Bar Date;
- f. any person or entity who holds a Non-Asbestos Claim for which a separate deadline has been fixed by an order of this Court entered on or before the applicable Bar Date; and
- g. any person or entity asserting a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration (other than a 503(b)(9) claim which must be asserted by the General Non-Asbestos Claim Bar Date.

The fact that you have received this notice does not mean that you have a Non-Asbestos Claim or that the Debtor or the Court believe that you have a Non-Asbestos Claim against the Debtor. You should not file a Proof of Non-Asbestos Claim if you do not have a Non-Asbestos Claim against the Debtor.

3. **INSTRUCTIONS FOR FILING PROOFS OF NON-ASBESTOS CLAIM**

The following procedures with respect to preparing and filing a Proof of Non-Asbestos Claim will apply; *provided, however*, the Debtor in its discretion may waive any defects in a proof of claim:

- a. Proofs of Non-Asbestos Claims must substantially conform to the attached Proof of Non-Asbestos Claim Form or Official Bankruptcy Form No. 410;
- b. Proofs of Non-Asbestos Claim must (i) be written in the English language; (ii) be denominated in lawful currency of the United States as of the Petition Date (using the exchange rate, if applicable, as of the Petition Date); (iii) set forth with specificity the legal and factual basis for the alleged claim; (iv) include supporting documentation for the Proof of Non-Asbestos Claim or an explanation as to why such documentation is not available; and (v) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant under penalty of perjury;
- c. Proofs of Non-Asbestos Claim must be filed (i) electronically through the website of the Debtor’s claims and noticing agent, Verita, using the interface available on such website located at <https://www.veritaglobal.net/hopeman> under the link entitled “Submit Electronic Proof of Claim

(ePOC)” (the “Electronic Filing System”) or (ii) by delivering the original Proofs of Non-Asbestos Claim form by hand, or mailing the original Proofs of Non-Asbestos Claim Form so that it is actually received by Verita on or before the applicable Bar Date as follows:

If by overnight courier, hand delivery, or first class mail:

Hopeman Brothers Inc.
c/o Kurtzman Carson Consultants LLC dba Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

- d. A Proof of Non-Asbestos Claim shall be deemed timely filed only if it **is actually received** by Verita as set forth in subparagraph (c) above, in each case, on or before the applicable Bar Date; and
- e. Proofs of Non-Asbestos Claim sent by facsimile, telecopy, or electronic mail transmission (other than proofs of claim filed electronically through the Electronic Filing System) **will not** be accepted.

4. CONSEQUENCES OF FAILURE TO TIMELY FILE A PROOF OF NON-ASBESTOS CLAIM BY THE APPLICABLE BAR DATE

Pursuant to the Bar Date Order and Bankruptcy Rule 3003(c)(2), any holder of a Non-Asbestos Claim who is required to timely file a Proof of Non-Asbestos Claim on or before the applicable Bar Date as provided herein, but fails to do so:

~~a. shall~~ **shall** not be treated as a creditor with respect to such Non-Asbestos Claim for the purposes of voting on a chapter 11 plan and distribution in this chapter 11 case on account of such ~~claim; and Non-Asbestos Claim~~ and shall be subject to such other legal consequences as the Bankruptcy Code and Bankruptcy Rules may prescribe or permit, which may include disallowance of the untimely filed Non-Asbestos Claim and the barring, estopping, and enjoining of the holder thereof from asserting such Non-Asbestos Claim against the Debtor or receiving further notices regarding such Non-Asbestos Claim.

~~b. Forever shall be barred, estopped, and enjoined from asserting such Non-Asbestos Claim against the Debtor and its property (or filing a Proof of Claim with respect thereto), and the Debtor's estate and property shall be forever discharged from any and all indebtedness or liability with respect to or arising from such claim.~~

5. RESERVATION OF RIGHTS

Nothing contained in this notice is intended to or should be construed as a waiver of the Debtor's right to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules.

If you require additional information regarding the filing of a Proof of Non-Asbestos Claim, you may contact Verita directly at: Verita Global, 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245; telephone: (877) 709-4752 (U.S./Canada) or (424) 236-7232 (International); or by e-mail at <https://www.veritaglobal.net/hopeman/inquiry>.

A holder of a possible claim against the Debtor should consult an attorney if such holder has any questions regarding this notice, including whether the holder should file a proof of claim.

Dated: Richmond, Virginia
_____, 2024

BY ORDER OF THE COURT

<p>HUNTON ANDREWS KURTH LLP Joseph P. Rovira (admitted <i>pro hac vice</i>) Catherine A. Rankin (admitted <i>pro hac vice</i>) 600 Travis Street, Suite 4200 Houston, Texas 77002 Telephone: (713) 220-4200</p>	<p>HUNTON ANDREWS KURTH LLP Tyler P. Brown (VSB No. 28072) Henry P. (Toby) Long, III (VSB No. 75134) Riverfront Plaza, East Tower 951 East Byrd Street Richmond, Virginia 23219 Telephone: (804) 788-8200</p>
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Proposed Counsel for Debtor and Debtor in Possession

Summary report:	
Litera Compare for Word 11.7.0.54 Document comparison done on 9/5/2024 11:28:46 PM	
Style name: Firm Standard	
Intelligent Table Comparison: Active	
Original DMS: iw://dms.hunton.com/DMS/308083672/1	
Modified DMS: iw://dms.hunton.com/DMS/308083672/8	
Changes:	
Add	39
Delete	34
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	73