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

In re: : **Chapter 11**
:
HOPEMAN BROTHERS, INC., : **Case No. 24-32428 (KLP)**
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Debtor. :
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:
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ORDER (I) AUTHORIZING THE APPOINTMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE; AND (II) GRANTING RELATED RELIEF

Upon the application (the "Application")¹ of the above-captioned debtor in the above-captioned chapter 11 case (the "Debtor") for entry of an order (this "Order") (i) authorizing the appointment of Verita as claims and noticing agent effective as of the petition date and (ii) granting related relief, all as more fully set forth in the Application; and the Court having reviewed the Application; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. § 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court

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



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 Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application 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. Notwithstanding the terms of the Services Agreement attached to the Application, the Application is approved solely as set forth in this Order.

2. The Debtor is authorized to retain and employ Verita as Claims Agent effective as of the Petition Date, under the terms of the Services Agreement, and Verita is authorized and directed to perform the Services, as set forth in the Services Agreement, including, without limitation, noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in this chapter 11 case, and all related tasks, all as described in the Application and Services Agreement.

3. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in this chapter 11 case and is authorized and directed to maintain an official claims register for the Debtor, to provide public access to every proof of claim unless otherwise ordered by this Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. Verita is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim. Verita shall

provide public access to the claims register, including complete proofs of claim with attachments, if any, without charge.

5. Verita is authorized to take such other action to comply with all duties set forth in the Application.

6. The Debtor is authorized to compensate Verita in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Verita shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtor, the office of the United States Trustee for the Eastern District of Virginia, counsel for the Debtor, and any party-in-interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Services Agreement or monthly invoices; provided that the parties may seek resolution of the matter from this Court if a resolution is not achieved. If an objection has been raised, the Debtor may not pay the objected to amount pending agreement of the parties or entry of an order of this Court authorizing payment. Notwithstanding anything to the contrary contained in the Services Agreement no late charges shall accrue on any invoices.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Verita as Claims Agent under this Order shall be an administrative expense of the Debtor's estate.

10. Verita may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Verita may hold its retainer under the Services Agreement during the chapter 11 case as security for the payment of fees and expenses incurred under the Services Agreement.

11. The Debtor shall indemnify Verita under the terms of the Services Agreement as modified by this Order.

12. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by this Court.

13. Notwithstanding anything to the contrary in the Services Agreement, the Debtor shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen from Verita's gross negligence, willful misconduct, or fraud; (b) for a contractual dispute in which the Debtor alleges the breach of Verita's contractual obligations if this Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (c) settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which Verita should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified by this Order.

14. Notwithstanding anything contained in the Application, Gershbein Declaration, or the Services Agreement to the contrary, any limitation of liability shall be of no force or effect during the chapter 11 cases.

15. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in this chapter 11 case (that order having become a final order no longer subject to appeal), and (b) the entry of an order closing this chapter 11 case, Verita believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, or reimbursement obligations under the Services Agreement (as modified by this Order), including the advancement of defense costs, Verita must file an application in this Court, and the Debtor may not pay any such amounts to Verita before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by any Indemnified Party for indemnification, contribution, or reimbursement.

16. Verita shall not cease providing claims processing services during the chapter 11 case for any reason, including nonpayment, without an order of this Court.

17. If Verita is unable to provide the services set out in this Order, Verita will immediately notify the Clerk and Debtor's counsel and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims, noticing, and solicitation agent with the advice and consent of the Clerk and Debtor's counsel.

18. Notwithstanding any term in the Services Agreement to the contrary, the Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order during the course of these bankruptcy cases.

19. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

20. If there are any inconsistencies between the Services Agreement, the Application, and this Order, then this Order shall govern.

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

22. The Debtor and Verita are authorized to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Application.

23. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Jul 2 2024

Dated: _____, 2024
Richmond, Virginia

/s/ Keith L Phillips
UNITED STATES BANKRUPTCY JUDGE

Entered On Docket: Jul 2 2024

WE ASK FOR THIS:

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

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SEEN AND NO OBJECTION:

/s/ Kathryn Montgomery

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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