

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

Counsel for Debtor and Debtor in Possession

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

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

**OBJECTION TO MOTION OF LIBERTY MUTUAL INSURANCE
COMPANY FOR ENTRY OF AN ORDER TEMPORARILY ALLOWING
CLAIM NO. 19 PURSUANT TO BANKRUPTCY RULE 3018(A)**

Hopeman Brothers, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”), hereby submits this objection (the “Objection”) to the *Motion of Liberty Mutual Insurance Company for Entry of an Order Temporarily Allowing Claim No. 19 Pursuant to Bankruptcy Rule 3018(A)* [Docket No. 851] (the “3018 Motion”) filed by Liberty Mutual Insurance Company (“Liberty”), seeking entry of an order temporarily allowing Liberty’s Claim No. 10 (as amended by Claim No. 19, the “Liberty’s Claim”), in the amount of \$354,754.89 against the Debtor for purposes of voting to accept or reject the *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 766] (the “Joint 524(g) Plan”). In support of this Objection, the Debtor represents as follows:



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OBJECTION

1. “Bankruptcy Rule 3018(a) provides a mechanism for temporarily allowing a claim for purposes of voting” even where an objection to that claim has been filed. *In re River Cap. Corp.*, 155 B.R. 382, 384 (Bankr. E.D. Va. 1991). When and whether to temporarily allow the claim for voting purposes “is left to the court’s discretion.” *River Cap. Corp.*, 155 B.R. at 385 (citing *In re Gardinier, Inc.*, 55 B.R. 601, 604 (Bankr. M.D. Fla. 1985). Case law, however, is plain that a bankruptcy court should deny temporary allowance of a claim for voting purposes where it is found that a debtor is not liable for the applicable claim. *See, e.g., id.* (denying a motion for temporary allowance where it was found that debtor did not have liability for the applicable claim).

2. Here, the 3018 Motion should be denied because Liberty’s Claim has been disallowed and expunged by Order of this Court. *See Order Disallowing and Expunging Claim of Liberty Mutual Insurance Company* [Docket No. 907]. As a result, the Debtor has no liability for Liberty’s Claim and, moreover, Liberty’s Claim no longer exists in this chapter 11 case for temporary allowance for purposes of voting on the Joint 524(g) Plan or for any other purpose.

CONCLUSION AND RESERVATION OF RIGHTS

3. Accordingly, the Debtor submits that the Court should deny the 3018 Motion.

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Dated: June 24, 2025
Richmond, Virginia

/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

Counsel for the Debtor and Debtor in Possession