

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re

VWS Holdco, Inc., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10979 (JKS)

Jointly Administered

Obj. Deadline: June 20, 2025 at 4:00 p.m. (ET)

Hearing Date: July 2, 2025 at 11:00 a.m. (ET)

NOTICE OF HEARING REGARDING DEBTORS' MOTION FOR ENTRY  
OF INTERIM AND FINAL ORDERS (I) AUTHORIZING PAYMENT OF  
PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS,  
AND (II) GRANTING RELATED RELIEF

**PLEASE TAKE NOTICE** that on June 1, 2025, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Payment of Prepetition Claims of Certain Critical Vendors, and (II) Granting Related Relief* [D.I. 10] (the "Motion"), attached hereto as **Exhibit A**.

**PLEASE TAKE FURTHER NOTICE** that, on June 4, 2025, the Bankruptcy Court entered the *Interim Order (I) Authorizing Payment of Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief* [D.I. 40] (the "Interim Order"), attached hereto as **Exhibit B**.

**PLEASE TAKE FURTHER NOTICE** that objections, if any, to the final approval of the Motion must (a) be in writing, (b) be filed with the Clerk of the Bankruptcy Court, 824 Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801, on or before **June 20, 2025 at 4:00 p.m. (ET)** (the "Objection Deadline"), and (c) served as to be received on or before the Objection Deadline upon (a) the Debtors, (b) proposed counsel to the Debtors, Pashman Stein Walder Hayden, P.C., 824 N. Market Street, Suite 800, Wilmington, Delaware 19801, Attn: John W. Weiss (jweiss@pashmanstein.com), Leah M. Eisenberg (leisenberg@pashmanstein.com), Richard W. Riley (rriley@pashmanstein.com) and David E. Sklar (dsklar@pashmanstein.com), (b) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Jane M. Leamy (jane.m.leafy@usdoj.gov), (c) counsel to the DIP Lenders, Cole Schotz P.C., 1325 Avenue of the Americas, New York, NY 10019, Attn: Daniel F. X. Geoghan (DGeoghan@coleschotz.com).

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification numbers are as follows: VWS Holdco, Inc. (5412) and Shoosmith Bros., Inc. (6914). The Debtors' mailing address is P.O. Box 2770, Chesterfield, VA 23832.



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**PLEASE TAKE FURTHER NOTICE** that only objections made in writing and timely filed and received, in accordance with the procedures above, will be considered by the Bankruptcy Court at such hearing.

**PLEASE TAKE FURTHER NOTICE THAT A FINAL HEARING ON THE MOTION WILL BE HELD ON JULY 2, 2025 AT 11:00 A.M. (ET) BEFORE THE HONORABLE J. KATE STICKLES, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, WILMINGTON, DELAWARE 19801.**

**IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.**

Dated: June 4, 2025  
Wilmington, Delaware

**PASHMAN STEIN WALDER HAYDEN, P.C.**

/s/ Richard W. Riley

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-and-

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*Proposed Counsel to the Debtors and Debtors in Possession*



**Exhibit A**

Motion



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re

VWS Holdco, Inc., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10979 ( )

Joint Administration Requested

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS  
(I) AUTHORIZING PAYMENT OF PREPETITION CLAIMS OF  
CERTAIN CRITICAL VENDORS, AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), by and through their undersigned proposed counsel, hereby move (the “Motion”) the United States Bankruptcy Court for the District of Delaware (the “Court”) for entry of interim and final orders pursuant to sections 105(a), 363(b), 364, 503(b)(9), 507(a), and 1107 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 6003 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”): (i) authorizing, but not directing, the Debtors to pay prepetition claims of certain vendors that are critical to the Debtors’ ongoing business operations (collectively, the “Critical Vendors”) in an amount not to exceed \$300,000 on an interim basis and up to \$500,000 on a final basis (the “Critical Vendors Claims Cap”)<sup>2</sup>; and (ii) granting related relief. In

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification numbers are as follows: VWS Holdco, Inc. (5412) and Shoosmith Bros., Inc. (6914). The Debtors’ mailing address is P.O. Box 2770, Chesterfield, VA 23832.

<sup>2</sup> The Debtors believe certain claims of potential Critical Vendors should be paid by the proceeds of certain surety bonds issued for the benefit of the Virginia Department of Environmental Quality (“VDEQ”) or through the reduction in the bond amounts and cash collateral being held by the surety company. The Debtors intend to have discussions with VDEQ and the surety company regarding the payment of certain claims. The Debtors reserve and preserve the right to seek court approval for additional authority for the payment of Critical Vendors.



addition, the Debtors request that the Court schedule a final hearing (the “Final Hearing”) on the Motion. In support of this Motion, the Debtors incorporate by reference the *Declaration of Steven F. Agran in Support of First Day Relief* (the “First Day Declaration”),<sup>3</sup> filed contemporaneously herewith and respectfully represents as follows:

### **JURISDICTION**

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory bases for the relief requested herein are sections 105(a), 363(b), 364, 503(b)(9), 507(a), and 1107 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004(h), and Local Rule 9013-1(m).

3. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

### **GENERAL BACKGROUND**

4. On June 1, 2025 (the “Petition Date”), the Debtors commenced the above-captioned cases (these “Chapter 11 Cases”) by filing voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in this Court. The Debtors are operating their businesses as debtors in possession

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<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.



pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner or official committee has been appointed in these Chapter 11 Cases.

5. Additional detail regarding the Debtors, their businesses, the events leading to commencement of these Chapter 11 Cases, and the facts and circumstances supporting the relief requested herein is set forth in the First Day Declaration and is incorporated herein by reference.

### **RELIEF REQUESTED**

6. The Debtors seek entry of interim and final orders, substantially in the form attached hereto as **Exhibit A** (the “Interim Order”) and **Exhibit B** (the “Final Order,” and together with the Interim Order, the “Proposed Orders”): (i) authorizing, but not directing, the Debtors to pay Critical Vendors in an amount not to exceed the Critical Vendors Claims Cap, both on an interim and final basis, and (ii) granting related relief.

### **CRITICAL VENDORS**

7. The Debtors own and operate the Shoosmith Landfill (the “Landfill”) which has been in operation since 1976 and is located in Chester, Chesterfield County, Virginia approximately ten (10) miles south of Richmond, Virginia. The Landfill continued to operate until late December 2022 and ceased accepting waste on or around that date. On or about late 2022, the Landfill began closing. The Landfill continues to produce methane gas and other gases. Swift Creek Renewables (“SCR”), a subsidiary of Morrow Energy, owns a facility adjacent to the Landfill which captures the methane gas from the Landfill, treats it accordingly and sells the gas through a network of natural gas pipelines. Pursuant to an agreement with SCR, the Debtors receive royalties on gas sales by SCR. The Debtors ongoing operation of the Landfill requires the Debtors to collect and dispose of liquid from the Landfill, such as rainfall which has filtered through waste and other liquid which has been produced by the waste or otherwise may



have been contaminated by the waste (collectively, “Leachate”). The Debtors initially disposed of Leachate by pumping and hauling it to a local wastewater treatment facility. However, this local wastewater treatment facility eventually refused to take Debtor’s Leachate, and as a result the Debtors are now forced to haul Leachate to distant facilities at significantly greater expense.

8. Uninterrupted supply of goods and services is essential to the Debtors’ continued operation of the Landfill, and the Debtors would be highly disadvantaged without access to the goods and services provided by Critical Vendors. The Debtors must be able to assure their customers, employees, and vendors that the business will continue to operate at a sustainable level in order to preserve the value of the Debtors’ estates during the restructuring process.

**Criteria for Selecting Critical Vendors**

9. To identify vendors that are essential to the Debtors’ business, the Debtors carefully reviewed their vendor and service providers to determine which are immediately critical to the Debtors’ continued operations at the outset of these Chapter 11 Cases. Among other things, the Debtors reviewed their accounts payable and prepetition vendor list to identify any and all vendors who are critical based upon the necessity of the goods or services such vendor supplies or provides, the likelihood that such vendor would cease to do business with the Debtors or otherwise materially disrupt the Debtors’ business absent payment, and the ease or possibility of replacing such vendor if necessary.

10. The Debtors are confident that this process appropriately identified only those vendors that, if the Debtors failed to pay for the goods and services they provided prepetition, would likely cease providing necessary goods and services in the future or would impose unworkable terms or conditions, and for which alternatives are not available or practicable.



11. The Critical Vendors identified by this Motion are essential to the Debtors' operations, such that any disruption in the provision of their respective goods or services, even for a short duration, would jeopardize the Debtors' ability to satisfy customer demands and generate revenue. Moreover, many of the Critical Vendors offer highly specialized goods and services necessary to the Debtors to sustain their ongoing operation of the Landfill and thus cannot readily be replaced. Accordingly, the Debtors believe it is necessary to maintain positive business relationships with the Critical Vendors. To assure these business relationships, the Debtors seek the authority to pay, in their reasonable discretion and business judgment, all or a portion of the prepetition claims owed to the Critical Vendors (the "Critical Vendor Claims"), not to exceed the applicable Critical Vendor Claims Cap on an interim and final basis, to the extent any Critical Vendors hold Critical Vendor Claims.<sup>4</sup>

12. The Critical Vendor Claims Cap represents the Debtors' best estimate as to the maximum total amount, on an interim and final basis, needed to continue an uninterrupted supply of critical goods and services from Critical Vendors. The Debtors may pay less than the requested amount. The Debtors further request that the Court grant the Debtors the authority to allocate the forgoing amounts at the Debtors' reasonable discretion, without prejudice to the right to seek additional relief on an emergency basis, and subject to an agreement to receive terms consistent with Customary Trade Terms (as defined herein) from the Critical Vendors.

#### **Proposed Terms and Conditions of Payment of the Critical Vendor Claims**

13. To preserve liquidity during these Chapter 11 Cases and ensure that the Debtors continue to receive vital goods and services, the Debtors propose to condition payment on account

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<sup>4</sup> Certain Critical Vendor Claims qualify, or may qualify, for priority status under section 503(b)(9) of the Bankruptcy Code, as they relate to goods received by the Debtors within twenty (20) days before the Petition Date in the ordinary course of the Debtors' business.



of any particular Critical Vendor Claim on the applicable Critical Vendor's agreement to continue supplying their goods and/or services to the Debtors on terms that are consistent with the historical trade terms between the parties that were most favorable to the Debtors within one hundred eighty (180) days of the Petition Date, including, but not limited to, credit limits, pricing, cash discounts, timing of payments, allowances, rebates, normal product mix and availability and other applicable terms and programs (the "Customary Trade Terms"). The Debtors, however, reserve the right to negotiate different trade terms with any Critical Vendor, as a condition to paying any Critical Vendor Claim, whether or not memorialized by a Trade Agreement (as defined herein), to the extent the Debtors determine that such trade terms are necessary to procure essential goods or services or are otherwise in the best interests of the Debtors' estates.

14. The Debtors further propose that in the event the Debtors are making a payment pursuant to this Motion, the Debtors may send a letter (the "Critical Vendor Letter"), substantially in the form of **Exhibit C** attached hereto, to the Critical Vendor to which it is making such payment, along with a copy of the order (the "Order") granting this Motion, including, without limitation, the following terms:

- (a) The amount of such Critical Vendor's estimated claim, after accounting for any setoffs, other credits, and discounts thereto, shall be as mutually determined in good faith by the Critical Vendor and the Debtors (but such amount shall be used only for purposes of the Order and shall not be deemed a claim allowed by the Court, and the rights of all parties in interest to object to such claim shall be fully preserved until further order of the Court);
- (b) The amount of payment toward the Critical Vendor's estimated claim;
- (c) The Critical Vendor's agreement to be bound by the Customary Trade Terms, or such other trade terms as mutually agreed to by the Debtors and such Critical Vendor;
- (d) The Critical Vendor's agreement to provide its goods and/or services to the Debtors based upon the Customary Trade Terms, and



the Debtors' agreement to pay the Critical Vendor post-petition in accordance with such terms;

- (e) The Critical Vendor's agreement not to file or otherwise assert against the Debtors, their estates or their respective assets or property (real or personal), any lien (a "Lien") (regardless of the statute or other legal authority upon which such Lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to the Critical Vendor by the Debtors arising from goods or services provided to the Debtors prior to the Petition Date, and that, to the extent that the Critical Vendor has previously obtained such a Lien, the Critical Vendor shall immediately take all necessary action to release such Lien;
- (f) The Critical Vendor's acknowledgement that it has reviewed the terms and provisions of the Order and consents to be bound thereby;
- (g) The Critical Vendor's agreement that it will not separately assert any reclamation claim or otherwise seek payment of any claim under section 503(b)(9) of the Bankruptcy Code; and
- (h) If a Critical Vendor who has received payment toward a Critical Vendor Claim subsequently refuses to supply goods or services to the Debtors on Customary Trade Terms, the Debtors may then take any and all appropriate steps to cause that Critical Vendor to repay payments made to it on account of its Critical Vendor Claim to the extent that such payments exceed the post-petition amounts then owing to that Critical Vendor.

15. Such a Critical Vendor Letter, once agreed to and accepted by a Critical Vendor, as signified by such Critical Vendor's execution of same, shall be the agreement between such Critical Vendor and the Debtors that governs their post-petition trade relationship, whether on Customary Trade Terms or on different negotiated terms (the "Trade Agreement").<sup>5</sup> The Debtors hereby seek authority to enter into Trade Agreements with the Critical Vendors if the Debtors determine, in their reasonable discretion and business judgment, that such an agreement is necessary and beneficial to their post-petition operations.

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<sup>5</sup> The Debtors' entry into a Trade Agreement shall not change the nature or priority of the underlying Critical Vendor Claims and shall not constitute an assumption or rejection of any executory contract or prepetition or post-petition agreement between the Debtors and a Critical Vendor.



16. In addition to the Trade Agreement described herein, the Debtors seek authority to agree on Customary Trade Terms with Critical Vendors by less formal means, including email correspondence. While the Critical Vendors provide crucial goods and services to the Debtors' business, many of these Critical Vendors are small businesses and the amounts owed to them may be relatively small. These Critical Vendors may find the process of entering into a formal Trade Agreement overly burdensome, which for some may require hiring outside counsel to review the Trade Agreement. To avoid the risk of Critical Vendors refusing to provide their goods and services and potential interruptions to the supply of vital goods and services to their business, the Debtors request authority, in their reasonable discretion, to negotiate and agree on Customary Trade Terms with certain Critical Vendors absent a Trade Agreement as the Debtors deem appropriate.

17. If a Critical Vendor refuses to supply goods or services to the Debtors on Customary Trade Terms following any post-petition payment toward its Critical Vendor Claim, or fails to comply with any Trade Agreement it entered into with the Debtors, the Debtors hereby seek authority, in their reasonable discretion and without further order of the Court, but with notice to the affected Critical Vendor, (i) to declare such Trade Agreement immediately terminated (if applicable), and (ii) to then take any and all appropriate steps to cause such Critical Vendor to repay payments made to it on account of its Critical Vendor Claim to the extent that such payments exceed the post-petition amounts then owing to that Critical Vendor.

#### **BASIS FOR RELIEF REQUESTED**

**A. Section 105 of the Bankruptcy Code and the Doctrine of Necessity Supports Paying Critical Vendor Claims.**

18. The proposed payments of Critical Vendor Claims should be authorized pursuant to section 105 of the Bankruptcy Code and under the "doctrine of necessity." The Court's power



to utilize the doctrine of necessity in chapter 11 cases derives from the Court's inherent equity powers and its statutory authority to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). The United States Supreme Court first articulated the doctrine of necessity over a century ago, in *Miltenberger v. Logansport Ry. Co.*, 106 U.S. 286 (1882), in affirming the authorization by the lower court of the use of receivership funds to pay pre-receivership debts owed to employees, vendors, and suppliers, among others, when such payments were necessary to preserve the receivership property and the integrity of the business in receivership. *See id.* at 311. The modern application of the doctrine of necessity is largely unchanged from the Court's reasoning in *Miltenberger*. *See In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581–82 (3d Cir. 1981) ("[I]n order to justify payment under the 'necessity of payment' rule, a real and immediate threat must exist that failure to pay will place the continued operation of the [debtor] in serious jeopardy.").

19. The doctrine of necessity "recognizes the existence of the judicial power to authorize a debtor in a reorganization case to pay pre-petition claims where such payment is essential to the continued operation of the debtor." *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 176 (Bankr. S.D.N.Y. 1989); *see also In re Just for Feet, Inc.*, 242 B.R. 821, 826 (D. Del. 1999) (stating that where the debtor "cannot survive" absent payment of certain prepetition claims, the doctrine of necessity should be invoked to permit payment); *In re NVR L.P.*, 147 B.R. 126, 127 (Bankr. E.D. Va. 1992) ("[T]he court can permit pre-plan payment of a pre-petition obligation when essential to the continued operation of the debtor."); *In re Eagle-Picher Indus., Inc.*, 124 B.R. 1021, 1023 (Bankr. S.D. Ohio 1991) ("[T]o justify payment of a pre-petition unsecured creditor, a debtor must show that the payment is necessary to avert a serious threat to the Chapter 11 process.").



20. The doctrine of necessity is an accepted component of modern bankruptcy jurisprudence. *See Just For Feet*, 242 B.R. at 826 (approving payment of key inventory suppliers' prepetition claims when such suppliers could destroy debtor's business by refusing to deliver new inventory on eve of debtor's key sales season); *In re Payless Cashways, Inc.*, 268 B.R. 543, 546-47 (Bankr. W.D. Mo. 2001) (authorizing payment of critical prepetition suppliers' claims when such suppliers agree to provide postpetition trade credit); *see also In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191-92 (Bankr. D. Del. 1994); *In re Ionosphere Clubs, Inc.*, 98 B.R. at 175-76.

21. As stated above, paying Critical Vendor Claims is essential to the continued operation of the Debtors' business. Accordingly, this Court should allow the payment of the Critical Vendor Claims as requested herein.

**B. Paying Critical Vendor Claims Is Authorized Under Section 363 of the Bankruptcy Code.**

22. The relief requested in this Motion is appropriate under Bankruptcy Code section 363. *See In re UAL Corp.*, Case No. 02-48191 (Bankr. N.D. Ill. Dec. 11, 2002) (essential trade motion relying upon Bankruptcy Code section 363 is "completely consistent with the Bankruptcy Code"); *Armstrong World Indus., Inc. v. James A. Phillips, Inc.*, 29 B.R. 391, 397 (S.D.N.Y. 1983) (under section 363, court authorized contractor to pay prepetition claims of some suppliers who were potential lien claimants, because payments were necessary for general contractors to release funds owed to debtors, thus benefiting estate); *see also In re Hancock Fabrics, Inc.*, Case No. 07-10353 (BLS) (Bankr. D. Del. Mar. 22, 2007) (pursuant to section 363, authorizing payment of prepetition claims to certain vendors deemed critical by debtors).

23. Certain of the relief requested in this Motion contemplates payments to Critical Vendors who agree to provide goods or services on Customary Trade Terms, resulting in a benefit to the Debtors' estates. As a result, paying Critical Vendor Claims is consistent with and



appropriate under section 363 of the Bankruptcy Code. As detailed above, the goods and services provided by the Critical Vendors are vital to the continued operation of the Debtors' business.

24. In light of these factors, paying Critical Vendor Claims is plainly in the best interests of the Debtors' estate and their creditors. Thus, the Debtor respectfully submits that this Court should grant the requested relief under section 363 of the Bankruptcy Code.

**C. Paying Critical Vendor Claims that Satisfy Section 503(b)(9) of the Bankruptcy Code Will Have Little to No Impact on Creditor Recoveries in these Chapter 11 Cases.**

25. Section 503(b)(9) of the Bankruptcy Code provides that "there shall be allowed administrative expenses . . . including . . . the value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business." Because such claims are entitled to priority status, they must be paid in full for the Debtor to confirm a chapter 11 plan. *See* 11 U.S.C. § 1129(a)(9)(A). As such, paying claims now only provides such parties with what they would be entitled to receive under a chapter 11 plan.

26. Although section 503(b)(9) does not specify a time for paying these expenses, bankruptcy courts have the discretion to allow for distributions to administrative claimants prior to confirmation if the debtor has the ability and there is a need to pay. *See In re Global Home Prods., LLC*, 2006 WL 3791955, at \*3 (Bankr. D. Del. Dec. 21, 2006) ("[T]he timing of the payment of that administrative expense claim is left to the discretion of the Court."). Thus, paying Critical Vendor Claims that are entitled to priority under section 503(b)(9) only affects the timing, but not the amount, of any such payment. Here, the Debtors may have a need to pay claimants who provide certain goods to them to prevent potential disruption to their operations and thus impede the Debtors' efforts in these Chapter 11 Cases.



27. As a result, the Debtors request that they should have the authority, but not direction, to pay Critical Vendor Claims, subject to the Critical Vendor Claims Cap on an interim and final basis, because a substantial amount would be paid ahead of general unsecured creditors even absent the relief requested in the Motion. Providing the Debtors with the ability to pay these claims early in the Chapter 11 Cases will allow the Debtors to more efficiently and effectively operate their business by securing more favorable trade terms with the Critical Vendors, thereby helping to maximize the value of the estates.

**D. Paying Critical Vendor Claims Is Authorized Under Section 1107 of the Bankruptcy Code.**

28. The Debtors, operating their business as debtors in possession under Bankruptcy Code sections 1107(a) and 1108, are fiduciaries “holding the bankruptcy estate[s] and operating the business[es] for the benefit of [its] creditors and (if the value justifies) equity owners.” *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002). Implicit in the duties of a chapter 11 debtor in possession is the duty “to protect and preserve the estate, including an operating business’s going-concern value.” *Id.*

29. Courts have noted that there are instances in which a debtor in possession can fulfill its fiduciary duty “only . . . by the preplan satisfaction of a prepetition claim.” *Id.* The *CoServ* court specifically noted that preplan satisfaction of prepetition claims would be a valid exercise of a debtor’s fiduciary duty when the payment “is the only means to effect a substantial enhancement of the estate,” and also when the payment was to “sole suppliers of a given product.” *Id.* at 498. The court provided a three-pronged test for determining whether a preplan payment on account of a prepetition claim was a valid exercise of a debtor’s fiduciary duty:

First, it must be critical that the debtor deal with the claimant. Second, unless it deals with the claimant, the debtor risks the probability of harm, or, alternatively, loss of economic advantage to the estate or the debtor’s going concern value, which is



disproportionate to the amount of the claimant's prepetition claim. Third, there is no practical or legal alternative by which the debtor can deal with the claimant other than by payment of the claim.

*Id.* at 498.

30. Paying the Critical Vendor Claims meets each element of the *CoServ* court's standard. As described above, the Debtors have narrowly tailored the Critical Vendor Claims to encompass only those suppliers that are the sole available source of a particular good or service without which the Debtors' operations would be severely impacted, or those suppliers or service providers who are critical because the time and expense that would be involved in transitioning to a new supplier would be prohibitive and would significantly disrupt the Debtors' business. The potential harm and economic disadvantage that would stem from the failure of any of the Critical Vendors to perform is grossly disproportionate to the amount of any prepetition claim that may be paid. Finally, with respect to each Critical Vendor, the Debtors have examined other options that would not pay Critical Vendor Claims, and have determined that any attempt to re-source or shift business to alternative vendors would require significant resources and time due to the difficulties attendant in timely satisfying the Debtors' specific product and service requirements, resulting in supply disruptions to the Debtors customers and potentially irreparable harm to the Debtors estates. Thus, the Debtors have concluded there is no practical or legal alternative to paying the Critical Vendor Claims and paying such claims is the only way the Debtors can meet their fiduciary duties as debtors in possession under Bankruptcy Code section 1107.

**E. Cause Exists to Authorize the Debtor's Financial Institutions to Honor Checks and Electronic Fund Transfers.**

31. The Debtors represent that they will have sufficient funds to pay the amounts described herein in the ordinary course of business by virtue of cash reserves and expected cash flows from ongoing business operations, or otherwise through the use of cash collateral.



Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently and that all applicable banks should be authorized, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests with respect to the Critical Vendor Claim.

**THE REQUIREMENTS OF BANKRUPTCY RULE 6003 ARE SATISFIED**

32. In order for a debtor to obtain relief to make payments within 21 days of the petition date, it must establish that making such payments satisfies the requirements mandated by Bankruptcy Rule 6003—namely, the relief requested is necessary to avoid “immediate and irreparable harm.” If a debtor’s prospect of reorganizing is threatened, or swift diminution in value of the debtor’s estate is likely, absent the granting of the requested relief, immediate and irreparable harm likely exists. *See In re WorldSpace, Inc.*, No. 08-12412, 2008 WL 8153639, at \*2 (Bankr. D. Del. Oct. 20, 2008) (granting emergency motions for postpetition financing, adequate protection, and modification of the stay where the court found that the relief was necessary to avoid irreparable harm to the debtors and their estates because such relief was essential for the continued operations of the debtors’ businesses); *In re New World Pasta Co.*, No. 04-02817, 2004 WL 5651052, at \*5 (Bankr. M.D. Pa. July 9, 2004) (same); *see also In re Ames Dep’t Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (finding that “immediate and irreparable harm” exists where loss of the business threatens ability to reorganize).

33. Here, immediate and irreparable harm would result if the relief requested herein is not granted. As discussed above, failure to pay Critical Vendors may result in interrupted and delayed delivery of goods and services needed to run their business operations efficiently. Accordingly, the Debtors respectfully submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 for the pre-petition amount of Critical Vendor Claims that the Debtors seeks authority to pay pursuant to the Interim Order.



**WAIVER OF BANKRUPTCY RULE 6004(h)**

34. Given the nature of the relief requested herein, the Debtors respectfully request a waiver of (i) the notice requirements under Bankruptcy Rule 6004(a) and (ii) the 14-day stay under Bankruptcy Rule 6004(h), to the extent that either rule is applicable.

**DEBTORS' RESERVATION OF RIGHTS**

35. Nothing contained in this Motion or any actions taken by the Debtors pursuant to the relief granted in the Proposed Interim Order and the Proposed Final Order is intended or should be construed as: (a) an admission as to the validity of any particular claim against any Debtors; (b) a waiver of any of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Motion are valid, and the Debtors expressly reserve their right to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of any Debtors' rights to subsequently dispute such claim.

**NOTICE**

36. Notice of this Motion will be provided to: (i) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Jane M. Leamy (jane.m.leafy@usdoj.gov); (ii) counsel to the DIP Lenders, Cole Schotz P.C., 1325 Avenue of the Americas, New York, NY



10019, Attn: Daniel F. X. Geoghan (DGeoghan@coleschotz.com); (iii) the Virginia Department of Environmental Quality, Piedmont Regional Office, 4949-A Cox Road, Glen Allen, Virginia 23060, Attn: Attn: Russell Deppe (russell.deppe@deq.virginia.gov); (iii) the Internal Revenue Service; (iv) the Securities and Exchange Commission; (v) the Delaware Secretary of State; (vi) the Delaware State Treasury; (vii) the Debtors' consolidated twenty (20) largest unsecured creditors; and (vii) all parties requesting notice pursuant to Bankruptcy Rule 2002. Notice of this Motion and any order entered hereon will be served in accordance with Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

### **NO PRIOR REQUEST**

37. The Debtors have not previously sought the relief requested herein from this Court or any other court.

### **CONCLUSION**

**WHEREFORE**, for the reasons set forth herein, the Debtors respectfully request that the Court (a) enter the Interim Order substantially in the form annexed hereto as **Exhibit A** granting the relief requested in the Motion and such other and further relief as may be just and proper, and (b) schedule a Final Hearing on the Motion to consider entry of the Final Order substantially in the form annexed hereto as **Exhibit B**.



Dated: June 1, 2025  
Wilmington, Delaware

**PASHMAN STEIN WALDER HAYDEN, P.C.**

/s/ John W. Weiss

John W. Weiss (No. 4160)  
Richard W. Riley (No. 4052)  
824 North Market Street, Suite 800  
Wilmington, DE 19801  
Telephone: (302) 592-6496  
Email: jweiss@pashmanstein.com  
rriley@pashmanstein.com

-and-

Leah M. Eisenberg (*pro hac vice* forthcoming)  
David E. Sklar (*pro hac vice* forthcoming)  
Court Plaza South, East Wing  
21 Main Street, Suite 200  
Hackensack, NJ 07601  
Telephone: (201) 488-8200  
Email: leisenberg@pashmanstein.com  
dsklar@pashmanstein.com

*Proposed Counsel to the Debtors and Debtors in Possession*



**Exhibit A**

**PROPOSED INTERIM ORDER**



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re

VWS Holdco, Inc., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10979 ( )

Jointly Administered

Re: D.I. \_\_\_\_\_

**INTERIM ORDER (I) AUTHORIZING PAYMENT OF PREPETITION CLAIMS OF  
CERTAIN CRITICAL VENDORS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) and final order pursuant to sections 105(a), 363(b), 503(b)(9), 507(a), and 1107 of the Bankruptcy Code, Bankruptcy Rules 6003(b) and 6004, and Local Rule 9013-1(m): (i) authorizing, but not directing, the Debtors to make payments toward the prepetition fixed, liquidated and undisputed claims of Critical Vendors; and (ii) granting related relief; and scheduling a final hearing, all as more fully described in the Motion; and upon consideration of the First Day Declaration; and due and sufficient notice of the Motion having been given under the circumstances; and it appearing that no other or further notice need be provided under the circumstances; and it appearing that the relief requested by this Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor;

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification numbers are as follows: VWS Holdco, Inc. (5412) and Shoosmith Bros., Inc. (6914). The Debtors’ mailing address is P.O. Box 2770, Chesterfield, VA 23832.

<sup>2</sup> Capitalized terms not defined herein shall have the same meaning ascribed to them in the Motion.



**IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. Until such time as a final order is entered, the Debtors are authorized, but not directed, in their reasonable discretion, to make payments on account of prepetition Critical Vendor Claims as described in the Motion in amounts not to exceed \$300,000 in the aggregate on an interim basis.
3. The Debtors are further authorized, but not directed, to undertake appropriate efforts to enter into Trade Agreements with the Critical Vendors if the Debtors determine, in their reasonable discretion, that such an agreement is necessary to their post-petition operations, including, without limitation, on the following terms:
  - (a) The amount of such Critical Vendor's estimated claim, after accounting for any setoffs, other credits and discounts thereto, shall be as mutually determined in good faith by the Critical Vendor and the Debtors (but such amount shall be used only for purposes of the Order and shall not be deemed a claim allowed by the Court, and the rights of all parties in interest to object to such claim shall be fully preserved until further order of the Court);
  - (b) The amount of payment toward the Critical Vendor's estimated claim;
  - (c) The Critical Vendor's agreement to be bound by the Customary Trade Terms, or such other trade terms as mutually agreed to by the Debtor and such Critical Vendor;
  - (d) The Critical Vendor's agreement to provide its goods and services to the Debtors based upon Customary Trade Terms, and the Debtors' agreement to pay the Critical Vendor post-petition in accordance with such terms;
  - (e) The Critical Vendor's agreement not to file or otherwise assert against the Debtors, their estates or their respective assets or property (real or personal) any lien (a "Lien") (regardless of the statute or other legal authority upon which such Lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to the Critical Vendor by the Debtors arising from goods or services provided to the Debtors prior to the Petition Date, and that,



to the extent that the Critical Vendor has previously obtained such a Lien, the Critical Vendor shall immediately take all necessary action to release such Lien;

- (f) The Critical Vendor's acknowledgement that it has reviewed the terms and provisions of the Order and consents to be bound thereby;
- (g) The Critical Vendor's agreement that it will not separately assert or otherwise seek payment of any reclamation or Bankruptcy Code section 503(b)(9) claim; and
- (h) If a Critical Vendor who has received payment toward a Critical Vendor Claim subsequently refuses to supply goods or services to the Debtors on Customary Trade Terms, the Debtors may then take any and all appropriate steps to cause that Critical Vendor to repay payments made to it on account of its Critical Vendor Claim to the extent that such payments exceed the post-petition amounts then owing to that Critical Vendor.

4. Notwithstanding the foregoing, the Debtors may, in their reasonable discretion, reinstate a Trade Agreement if the underlying default under the Trade Agreement is fully cured by the Critical Vendor not later than five (5) business days following the Debtors' notification to the Critical Vendor of such default, or the Debtors, in their reasonable discretion, reaches a favorable alternative agreement with the Critical Vendor.

5. For the avoidance of doubt and notwithstanding the foregoing, the Debtors may, in their reasonable discretion, negotiate and agree on Customary Trade Terms with Critical Vendors absent a Trade Agreement.

6. The Debtors Banks<sup>3</sup> shall be and hereby are authorized and directed to receive, process, honor and pay all prepetition and post-petition checks and fund transfers on account of the Critical Vendor Claims that have not been honored and paid as of the Petition Date, provided that sufficient funds are on deposit in the applicable accounts to cover such payments.

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<sup>3</sup> The term "Banks" is defined in the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing Continued Use of Cash Management System, (II) Authorizing Use of Prepetition Bank Accounts and Payment Methods, (III) Authorizing Use of Existing Business Forms, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief*, filed contemporaneously with the Motion.



The Debtors shall be and hereby are authorized to issue new post-petition checks or effect new post-petition fund transfers on account of the Critical Vendor Claims to replace any prepetition checks or fund transfer requests that may be dishonored or rejected.

7. Nothing herein shall be construed to limit, or in any way affect, the Debtors' ability to dispute any Critical Vendor Claim.

8. Nothing in the Motion or in this Interim Order is intended or should be construed as (a) an admission as to the validity or priority of any claim against the Debtors, (b) a waiver of the Debtors' rights to dispute any claim, including the validity or priority thereof, or (c) an approval or assumption of any agreement, contract or lease whether under section 365(a) of the Bankruptcy Code or otherwise. Likewise, any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

9. Responses or objections to the Motion and entry of a final order with respect to the Motion must: (i) be made in writing; (ii) state with particularity the grounds therefor; (iii) conform to the Bankruptcy Rules and the Local Rules; and (iv) be served upon (a) proposed counsel to the Debtors, Pashman Stein Walder Hayden, P.C., 824 North Market Street, Suite 800, Wilmington, Delaware, 19801, Attn: John W. Weiss (jweiss@pashmanstein.com), Leah M. Eisenberg (leisenberg@pashmanstein.com), Richard W. Riley (rriley@pashmanstein.com) and David E. Sklar (dsklar@pashmanstein.com), (b) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Jane M. Leamy (jane.m.leafy@usdoj.gov), (c) counsel to the DIP Lenders, Cole Schotz P.C., 1325 Avenue of the Americas, New York, NY 10019, Attn: Daniel F. X. Geoghan (DGeoghan@coleschotz.com); and (d) counsel to any official committee



appointed in the Chapter 11 Cases (the “Notice Parties”).

10. The deadline by which objections to the Motion and the final order must be filed and received by the Notice Parties is \_\_\_\_\_, 2025 at 4:00 p.m. (prevailing Eastern Time). A final hearing, if required, on the Motion will be held on \_\_\_\_\_, 2025 at \_\_\_\_\_ (prevailing Eastern Time). If no objections are filed regarding the Motion and entry of this Interim Order on a final basis, the Court may enter a final order without further notice or a hearing.

11. The Debtors are authorized and empowered to take such actions as may be necessary and appropriate to implement the terms of this Interim Order.

12. The requirements of Bankruptcy Rule 6003(b) are satisfied.

13. Notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall be effective and enforceable immediately upon entry hereof.

14. This Court shall retain jurisdiction with respect to all matters related to the interpretation or implementation of this Interim Order.



**Exhibit B**

**PROPOSED FINAL ORDER**



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re

VWS Holdco, Inc., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10979 ( )

Jointly Administered

**Re: D.I. \_\_\_\_\_**

**FINAL ORDER (I) AUTHORIZING PAYMENT OF PREPETITION CLAIMS OF  
CERTAIN CRITICAL VENDORS AND (II) GRANTING RELATED RELIEF**

Upon the motion the (“Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (the “Interim Order”) and a final order (this “Final Order”) pursuant to sections 105(a), 363(b), 503(b)(9), 507(a) and 1107 of the Bankruptcy Code, Bankruptcy Rules 6003(b) and 6004, and Local Rule 9013-1(m): (i) authorizing, but not directing, the Debtors to make payments toward the prepetition fixed, liquidated and undisputed claims of Critical Vendors, and (ii) granting related relief; all as more fully described in the Motion; and the Court having previously entered the Interim Order; and upon consideration of the First Day Declaration; and due and sufficient notice of the Motion having been given; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by this Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on a final basis as set forth herein.

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification numbers are as follows: VWS Holdco, Inc. (5412) and Shoosmith Bros., Inc. (6914). The Debtors’ mailing address is P.O. Box 2770, Chesterfield, VA 23832.

<sup>2</sup> Capitalized terms not defined herein shall have the same meaning ascribed to them in the Motion.



2. The Debtors are authorized, but not directed, in their reasonable discretion, to make payments toward prepetition Critical Vendor Claims as described in the Motion in amounts not to exceed \$500,000 in the aggregate on a final basis.

3. The Debtors are further authorized, but not directed, to undertake appropriate efforts to enter into Trade Agreements with the Critical Vendors if the Debtors determine, in their reasonable discretion, that such an agreement is necessary to their post-petition operations, including, without limitation, on the following terms:

- (a) The amount of such Critical Vendor's estimated claim, after accounting for any setoffs, other credits and discounts thereto, shall be as mutually determined in good faith by the Critical Vendor and the Debtors (but such amount shall be used only for purposes of the Order and shall not be deemed a claim allowed by the Court, and the rights of all parties in interest to object to such claim shall be fully preserved until further order of the Court);
- (b) The amount of payment toward the Critical Vendor's estimated claim;
- (c) The Critical Vendor's agreement to be bound by the Customary Trade Terms, or such other trade terms as mutually agreed to by the Debtors and such Critical Vendor;
- (d) The Critical Vendor's agreement to provide goods and services to the Debtors based upon Customary Trade Terms, and the Debtors' agreement to pay the Critical Vendor post-petition in accordance with such terms;
- (e) The Critical Vendor's agreement not to file or otherwise assert against the Debtors, their estates or their respective assets or property (real or personal) any lien (a "Lien") (regardless of the statute or other legal authority upon which such Lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to the Critical Vendor by the Debtors arising from goods or services provided to the Debtor prior to the Petition Date, and that, to the extent that the Critical Vendor has previously obtained such a Lien, the Critical Vendor shall immediately take all necessary action to release such Lien;
- (f) The Critical Vendor's acknowledgement that it has reviewed the terms and provisions of the Order and consents to be bound thereby;



- (g) The Critical Vendor's agreement that it will not separately assert or otherwise seek payment of any reclamation or Bankruptcy Code section 503(b)(9) claim; and
- (h) If a Critical Vendor who has received payment toward a Critical Vendor Claim subsequently refuses to supply goods or services to the Debtors on Customary Trade Terms, any payments received by the Critical Vendor on account of its Critical Vendor Claim will be deemed to have been in payment of then outstanding post-petition obligations owed to such Critical Vendor, and that such Critical Vendor shall immediately repay to the Debtors any payments received on account of its Critical Vendor Claim to the extent that the aggregate amount of such payments exceed the post-petition obligations then outstanding, without the right of setoff or reclamation.

4. Notwithstanding the foregoing, the Debtors may, in their reasonable discretion, reinstate a Trade Agreement if the underlying default under the Trade Agreement is fully cured by the Critical Vendor not later than five (5) business days following the Debtors notification to the Critical Vendor of such default, or the Debtors, in their reasonable discretion, reach a favorable alternative agreement with the Critical Vendor.

5. For the avoidance of doubt and notwithstanding the foregoing, the Debtors may, in their reasonable discretion, negotiate and agree on Customary Trade Terms with Critical Vendors absent a Trade Agreement.

6. The Debtors' banks shall be and hereby are authorized and directed to receive, process, honor and pay all prepetition and post-petition checks and fund transfers on account of the Critical Vendor Claims that have not been honored and paid as of the Petition Date, provided that sufficient funds are on deposit in the applicable accounts to cover such payments. The Debtors shall be and hereby are authorized to issue new post-petition checks or effect new post-petition fund transfers on account of the Critical Vendor Claims to replace any prepetition checks or fund transfer requests that may be dishonored or rejected.



7. Nothing herein shall be construed to limit, or in any way affect, the Debtors' ability to dispute any Critical Vendor Claim.

8. The authorization granted hereby to pay Critical Vendor Claims shall not create any obligation on the part of the Debtors or their officers, directors, attorneys or agents to pay the Critical Vendor Claims, none of the foregoing persons shall have any liability on account of any decision by the Debtors not to pay a Critical Vendor Claim, and nothing contained in this Final Order shall be deemed to increase, reclassify, elevate to an administrative expense status or otherwise affect the Critical Vendor Claims to the extent they are not paid.

9. Nothing in the Motion, the Interim Order or in this Final Order is intended or should be construed as (a) an admission as to the validity or priority of any claim against the Debtors, (b) a waiver of the Debtors' rights to dispute any claim, including the validity or priority thereof, or (c) an approval or assumption of any agreement, contract or lease whether under section 365(a) of the Bankruptcy Code or otherwise. Likewise, any payment made pursuant to this Final Order is not intended and should not be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

10. The Debtors are authorized and empowered to take such actions as may be necessary and appropriate to implement the terms of this Final Order.

11. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

12. This Court shall retain jurisdiction to hear and determine all matters related to the interpretation or implementation of this Final Order.



**Exhibit C**

**PROPOSED LETTER**



\_\_\_\_\_, 2025

TO: **[Critical Vendor/Service Provider]**  
**[Name]**  
**[Address]**

Dear [Critical Vendor/Service Provider]:

As you are aware, VWS Holdco, Inc., *et al.* (the “Debtors”) filed voluntary petitions (the “Chapter 11 Cases”) for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (“Bankruptcy Court”) on June 1, 2025 (the “Petition Date”). On the Petition Date, in recognition of the importance of their relationship with vendors and suppliers and their desire that the Chapter 11 Cases have as little effect on such parties as possible, the Debtors requested the Bankruptcy Court’s approval to pay the prepetition claims of certain critical vendors and suppliers. On [●], 2025, the Bankruptcy Court entered an order (the “Order”) authorizing the Debtors, under certain conditions, to pay the prepetition claims, in accordance with the terms of the Order, of certain trade creditors that agree to the terms set forth below and agree to be bound by the terms of the Order. A copy of the Order is enclosed for your reference.

Pursuant to the Order, to receive payment of its prepetition claim, each selected trade creditor must agree to continue to supply goods and/or services to the Debtors based on “Customary Trade Terms.” In the Order, Customary Trade Terms are defined as the normal and customary trade terms, practices and programs (including, but not limited to, credit limits, pricing, cash discounts, timing of payments, allowances, rebates, normal product mix and availability and other applicable terms and programs), which were most favorable to the Debtors and in effect between such trade creditor and the Debtors on a historical basis for the period within 180 days before the Petition Date, or such other trade terms as mutually agreed to by the Debtors and such trade creditor.

For purposes of administering this trade program, as authorized by the Bankruptcy Court and in accordance with the terms of the Order, the Debtors and **[Name of Trade Vendor]** agree as follows (the “Agreement”):

- (a) The estimated balance of the prepetition trade claim (net of any setoffs, credits or discounts) (the “Trade Claim”) that the Debtors will pay to **[Name of Trade Vendor]** is \$\_\_\_\_\_. Your Trade Claim does not constitute a claim allowed by the Bankruptcy Court in the Chapter 11 Case, and signing this Trade Agreement does not excuse you from any requirement of filing a proof of claim in the Chapter 11 Case.
- (b) The Debtors shall pay \$\_\_\_\_\_ toward the Trade Claim (the “Payment”).
- (c) **[Name of Trade Vendor]** agrees to supply goods/services to the Debtors in accordance with the Customary Trade Terms, and the Debtors agrees to pay **[Name of Trade Vendor]** in accordance with



such terms, provided that following the Payment, **[Name of Trade Vendor]** will supply postpetition goods/services to the Debtors on the longer of (i) net 30 day terms or (ii) such other trade terms most favorable to the Debtors in place with **[Name of Trade Vendor]** at any point within 180 days before the Petition Date.

For purposes of this paragraph (c), the term “net 30 day terms,” as the case may be, shall refer to the number of days from the date that the particular goods/services are received by the Debtors.

- (d) In consideration for the Payment, you agree not to file or otherwise assert against the Debtors, their estates or any other person or entity or any of their respective assets or property (real or personal) any lien (a “Lien”) or claim for reclamation (“Reclamation Claim”) or claim under Bankruptcy Code section 503(b)(9) (a “503(b)(9) Claim”), regardless of the statute or other legal authority upon which such Lien, Reclamation Claim or 503(b)(9) Claim may be asserted, related in any way to any remaining prepetition amounts allegedly owed to you by the Debtors arising from agreements or other arrangements entered into prior to the Petition Date and, to the extent you have already obtained or otherwise asserted such a Lien, Reclamation Claim or 503(b)(9) Claim, you shall take (at your own expense) whatever actions are necessary to remove such Lien or withdraw such Reclamation Claim or 503(b)(9) Claim unless your participation in the trade payment program authorized by the Order (the “Trade Payment Program”) is terminated.

Your execution of this Agreement and return of the same to the Debtors constitutes an agreement by **[Name of Trade Vendor]** and the Debtors:

1. to be bound by the Customary Trade Terms (as modified herein) and, subject to the reservations set forth in the Order, to the amount of the Trade Claim set forth above;
2. that **[Name of Trade Vendor]** will continue to supply the Debtors with goods and/or services pursuant to the Customary Trade Terms (as modified herein) and that the Debtors will pay for such goods and/or services in accordance with the Customary Trade Terms (as modified herein);
3. that **[Name of Trade Vendor]** has reviewed the terms and provisions of the Order and that it consents to the bound by such terms, except as modified herein;
4. that **[Name of Trade Vendor]** will not separately seek payment for Reclamation Claims or 503(b)(9) Claims and similar claims outside of the terms of the Order unless its participation in the trade payment program authorized by the Order (the “Trade Payment Program”) is terminated;
5. that if either the Trade Payment Program or your participation therein



terminates as provided in the Order, any payments received by you on account of your Trade Claim will be deemed to have been in payment of postpetition obligations owed to you and you will immediately repay to the Debtors any payments made to you on account of your Trade Claim to the extent that the aggregate amount of such payments exceed the postpetition obligations, without the right of any setoffs, claims, provision for payment of reclamation or trust fund claims, or other defense;

6. that the Debtors will agree to pay **[Name of Trade Vendor]** on the longer of (i) net 30 day terms or (ii) such other trade terms most favorable to the Debtors in place with **[Name of Trade Vendor]** at any point within 180 days before the Petition Date.

7. that if the Debtors shall be in default under this Agreement, **[Name of Trade Vendor]** shall have no obligation to supply goods and/or services to the Debtors on Customary Trade Terms (as modified herein) until the Debtors cure such default and **[Name of Trade Vendor]** shall have the right to terminate this Agreement upon written notice to the Debtors detailing the Debtors' defaults hereunder (which the Debtors shall have the right to dispute) and the Debtors' failure to cure such default within five (5) business days of such notice, in which event **[Name of Trade Vendor]** may retain all sums paid to it hereunder on account of its Trade Claim.

The Debtors and **[Name of Trade Vendor]** also hereby agree that in the event of any dispute with respect to this Agreement, the Debtors may then take any and all appropriate steps to cause you to repay payments made to you on account of your Vendor Claim to the extent that such payments exceed the post-petition amounts then owing to you.

If you have any questions about this Agreement or the Chapter 11 Case, please do not hesitate to call **[Contact Person]** at (\_\_\_\_) \_\_\_\_-\_\_\_\_.

Very truly yours,

By: \_\_\_\_\_  
Name: **[Name]**  
Title: **[Title]**



Agreed and Accepted by:

**[Name of Trade Vendor]**

By: \_\_\_\_\_

Name: **[Name]**

Title: **[Title]**

Dated: \_\_\_\_\_, 2025



**Exhibit B**

Interim Order



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re

VWS Holdco, Inc., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10979 (JKS)

Jointly Administered

**Related to Docket No.: 10**

**INTERIM ORDER (I) AUTHORIZING PAYMENT OF PREPETITION CLAIMS OF  
CERTAIN CRITICAL VENDORS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) and final order pursuant to sections 105(a), 363(b), 503(b)(9), 507(a), and 1107 of the Bankruptcy Code, Bankruptcy Rules 6003(b) and 6004, and Local Rule 9013-1(m): (i) authorizing, but not directing, the Debtors to make payments toward the prepetition fixed, liquidated and undisputed claims of Critical Vendors; and (ii) granting related relief; and scheduling a final hearing, all as more fully described in the Motion; and upon consideration of the First Day Declaration; and due and sufficient notice of the Motion having been given under the circumstances; and it appearing that no other or further notice need be provided under the circumstances; and it appearing that the relief requested by this Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor;

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification numbers are as follows: VWS Holdco, Inc. (5412) and Shoosmith Bros., Inc. (6914). The Debtors’ mailing address is P.O. Box 2770, Chesterfield, VA 23832.

<sup>2</sup> Capitalized terms not defined herein shall have the same meaning ascribed to them in the Motion.



**IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. Until such time as a final order is entered, the Debtors are authorized, but not directed, in their reasonable discretion, to make payments on account of prepetition Critical Vendor Claims as described in the Motion in amounts not to exceed \$300,000 in the aggregate on an interim basis.
3. The Debtors are further authorized, but not directed, to undertake appropriate efforts to enter into Trade Agreements with the Critical Vendors if the Debtors determine, in their reasonable discretion, that such an agreement is necessary to their post-petition operations, including, without limitation, on the following terms:
  - (a) The amount of such Critical Vendor's estimated claim, after accounting for any setoffs, other credits and discounts thereto, shall be as mutually determined in good faith by the Critical Vendor and the Debtors (but such amount shall be used only for purposes of the Order and shall not be deemed a claim allowed by the Court, and the rights of all parties in interest to object to such claim shall be fully preserved until further order of the Court);
  - (b) The amount of payment toward the Critical Vendor's estimated claim;
  - (c) The Critical Vendor's agreement to be bound by the Customary Trade Terms, or such other trade terms as mutually agreed to by the Debtor and such Critical Vendor;
  - (d) The Critical Vendor's agreement to provide its goods and services to the Debtors based upon Customary Trade Terms, and the Debtors' agreement to pay the Critical Vendor post-petition in accordance with such terms;
  - (e) The Critical Vendor's agreement not to file or otherwise assert against the Debtors, their estates or their respective assets or property (real or personal) any lien (a "Lien") (regardless of the statute or other legal authority upon which such Lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to the Critical Vendor by the Debtors arising from goods or services provided to the Debtors prior to the Petition Date, and that,



to the extent that the Critical Vendor has previously obtained such a Lien, the Critical Vendor shall immediately take all necessary action to release such Lien;

- (f) The Critical Vendor's acknowledgement that it has reviewed the terms and provisions of the Order and consents to be bound thereby;
- (g) The Critical Vendor's agreement that it will not separately assert or otherwise seek payment of any reclamation or Bankruptcy Code section 503(b)(9) claim; and
- (h) If a Critical Vendor who has received payment toward a Critical Vendor Claim subsequently refuses to supply goods or services to the Debtors on Customary Trade Terms, the Debtors may then take any and all appropriate steps to cause that Critical Vendor to repay payments made to it on account of its Critical Vendor Claim to the extent that such payments exceed the post-petition amounts then owing to that Critical Vendor.

4. Notwithstanding the foregoing, the Debtors may, in their reasonable discretion, reinstate a Trade Agreement if the underlying default under the Trade Agreement is fully cured by the Critical Vendor not later than five (5) business days following the Debtors' notification to the Critical Vendor of such default, or the Debtors, in their reasonable discretion, reaches a favorable alternative agreement with the Critical Vendor.

5. For the avoidance of doubt and notwithstanding the foregoing, the Debtors may, in their reasonable discretion, negotiate and agree on Customary Trade Terms with Critical Vendors absent a Trade Agreement.

6. The Debtors Banks<sup>3</sup> shall be and hereby are authorized and directed to receive, process, honor and pay all prepetition and post-petition checks and fund transfers on account of the Critical Vendor Claims that have not been honored and paid as of the Petition Date, provided that sufficient funds are on deposit in the applicable accounts to cover such payments.

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<sup>3</sup> The term "Banks" is defined in the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing Continued Use of Cash Management System, (II) Authorizing Use of Prepetition Bank Accounts and Payment Methods, (III) Authorizing Use of Existing Business Forms, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief*, filed contemporaneously with the Motion.



The Debtors shall be and hereby are authorized to issue new post-petition checks or effect new post-petition fund transfers on account of the Critical Vendor Claims to replace any prepetition checks or fund transfer requests that may be dishonored or rejected.

7. Nothing herein shall be construed to limit, or in any way affect, the Debtors' ability to dispute any Critical Vendor Claim.

8. Nothing in the Motion or in this Interim Order is intended or should be construed as (a) an admission as to the validity or priority of any claim against the Debtors, (b) a waiver of the Debtors' rights to dispute any claim, including the validity or priority thereof, or (c) an approval or assumption of any agreement, contract or lease whether under section 365(a) of the Bankruptcy Code or otherwise. Likewise, any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

9. Responses or objections to the Motion and entry of a final order with respect to the Motion must: (i) be made in writing; (ii) state with particularity the grounds therefor; (iii) conform to the Bankruptcy Rules and the Local Rules; and (iv) be served upon (a) proposed counsel to the Debtors, Pashman Stein Walder Hayden, P.C., 824 North Market Street, Suite 800, Wilmington, Delaware, 19801, Attn: John W. Weiss (jweiss@pashmanstein.com), Leah M. Eisenberg (leisenberg@pashmanstein.com), Richard W. Riley (rriley@pashmanstein.com) and David E. Sklar (dsklar@pashmanstein.com), (b) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Jane M. Leamy (jane.m.leafy@usdoj.gov), (c) counsel to the DIP Lenders, Cole Schotz P.C., 1325 Avenue of the Americas, New York, NY 10019, Attn: Daniel F. X. Geoghan (DGeoghan@coleschotz.com); and (d) counsel to any official committee



appointed in the Chapter 11 Cases (the “Notice Parties”).

10. The deadline by which objections to the Motion and the final order must be filed and received by the Notice Parties is June 20, 2025 at 4:00 p.m. (prevailing Eastern Time). A final hearing, if required, on the Motion will be held on July 2, 2025 at 11:00 a.m. (prevailing Eastern Time). If no objections are filed regarding the Motion and entry of this Interim Order on a final basis, the Court may enter a final order without further notice or a hearing.

11. The Debtors are authorized to take such actions as may be necessary and appropriate to implement the terms of this Interim Order.

12. The requirements of Bankruptcy Rule 6003(b) are satisfied.

13. Notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall be effective and enforceable immediately upon entry hereof.

14. This Court shall retain jurisdiction with respect to all matters related to the interpretation or implementation of this Interim Order.

Dated: June 4th, 2025  
Wilmington, Delaware

  
J. KATE STICKLES  
UNITED STATES BANKRUPTCY JUDGE