

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

In re

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

Debtors.¹

Chapter 11

Case No. 25-10979 ()

Joint Administration Requested

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING, OR
DISCONTINUING UTILITY SERVICES, (II) APPROVING PROPOSED
ADEQUATE ASSURANCE OF PAYMENT TO UTILITY PROVIDERS, AND
AUTHORIZING DEBTORS TO PROVIDE ADDITIONAL ASSURANCE,
(III) ESTABLISHING PROCEDURES TO RESOLVE REQUESTS FOR
ADDITIONAL ASSURANCE, AND (IV) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), by and through their undersigned proposed counsel, hereby moves (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, and 366 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 (“Local Rules”): (i) prohibiting Utility Providers (as defined below) from altering, refusing, or discontinuing services or discriminating against the Debtors solely on the basis of the commencement of these bankruptcy cases or that the Debtors did not pay a debt when due prepetition; (ii) determining that adequate assurance of payment for post-petition utility services has been furnished to the Utility

¹ 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.



Providers providing services to the Debtors and authorizing the Debtors to provide additional adequate assurance of payment to the Utility Providers; (iii) establishing procedures for resolving requests by any Utility Provider for additional adequate assurance of payment; and (iv) granting related relief. In 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”)² filed concurrently herewith and respectfully represent as follow:

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, and 366 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.

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

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

11 of the Bankruptcy Code in this Court. The Debtors are operating their businesses as debtors in possession 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 are set forth in the First Day Declaration and are incorporated herein by reference.

THE DEBTORS' UTILITY SERVICES

6. In the ordinary course of business, the Debtors obtain electric, water, gas, internet and other utility services (the "Utility Services") from several direct utility providers (collectively, the "Utility Providers"). The Debtors estimate that, as of the Petition Date, approximately six (6) Utility Providers provide Utility Services to the Debtors. The Utility Providers include, without limitation, the entities identified on the list attached to this Motion as **Exhibit C** (the "Utility Providers List").³

7. The Debtors cannot operate their businesses without the Utility Services. Even a temporary interruption of such services would cause significant disruption to the Debtors' day-to-day operations that could impair the Debtors' goodwill and thereby negatively impact the Debtors' efforts to maximize the value of their estates. Accordingly, it is critical that the Debtors have uninterrupted Utility Services.

³ Although the Debtors have endeavored to identify all Utility Providers and list them on the Utility Providers List, inadvertent omissions may have occurred, and the omission from the Utility Providers List of any entity providing Utility Services to the Debtors shall not be construed as an admission, waiver, acknowledgement, or consent that section 366 of the Bankruptcy Code does not apply to such entity. In addition, the Debtors reserve the right to assert that any of the entities now or hereafter included on the Utility Providers List are not "utilities" within the meaning of section 366(a) of the Bankruptcy Code. To the extent that any entity is added or removed from the Utility Providers List, the Debtors will provide notice to such entity in accordance with the procedures set out in this Motion.

8. In general, the Debtors have established a good payment history with their Utility Providers, making regular, timely payments whenever possible. Prior to the Petition Date, the Debtors paid an average of approximately \$15,200.00 per month on account of the Utility Services provided by the Utility Providers on the Utility Providers List. To the best of the Debtors' knowledge, the Debtors have not defaulted or fallen into any arrearage for Utility Services provided to the Debtors as of the Petition Date.

RELIEF REQUESTED

9. By this Motion, the Debtors respectfully request the entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively: (i) prohibiting Utility Providers from altering, refusing, or discontinuing services or discriminating against the Debtors solely on the basis of the commencement of these Chapter 11 Cases or that the Debtors did not pay a debt when due prepetition; (ii) determining that the Debtors have provided each of the Utility Providers with "adequate assurance of payment" within the meaning of section 366 of the Bankruptcy Code based on the Debtors establishing a segregated account in the amount of \$7,596.00, which is equal to the Debtors' estimate of two weeks of post-petition Utility Services based on the monthly average described above; (iii) establishing procedures (the "**Additional Assurance Procedures**") for determining additional adequate assurance of payment, if any, and authorizing the Debtors to provide additional adequate assurance of payment to the Utility Providers; and (iv) granting related relief, including scheduling the Final Hearing on the Proposed Adequate Assurance (defined below) and the Additional Assurance Procedures.

Proposed Adequate Assurance

10. Consistent with section 366(c)(1)(A) of the Bankruptcy Code, which defines the phrase "assurance of payment" to include, among other things, a cash deposit, the

Debtors propose to deposit, within twenty (20) days of the Petition Date, an amount equal to the estimated cost for two weeks of Utility Services (*i.e.*, approximately \$7,596.00) (the “Adequate Assurance Deposit”), based on the average monthly cost of Utility Services, into one segregated bank account (the “Utility Deposit Account”) designated for the Adequate Assurance Deposit for the benefit of all Utility Providers. Thereafter, the Debtors propose to adjust the amount in the Utility Deposit Account as follows: (i) reducing the amount held in the Utility Deposit Account to account for the payment and termination of Utility Services by the Debtors for any given location or account; (ii) modifying the amount held in the Utility Deposit Account on the basis of agreements reached with Utility Providers regarding Additional Assurance Requests (as defined below), including, to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, by reducing the Adequate Assurance Deposit maintained in the Utility Deposit Account on account of such Utility Provider by the amount of such other value; and (iii) adding additional amounts in the event that the Debtors amend the Utility Providers List to add one or more additional Utility Providers. These adjustments will permit the Debtors to maintain the Utility Deposit Account with an amount that consistently provides the Utility Providers with the value of a two-week deposit on account of such services.

11. The Debtors submit that the Adequate Assurance Deposit, in conjunction with the Debtors’ ability to pay for post-petition utility services in the ordinary course of business through revenue generated in operations (together, the “Proposed Adequate Assurance”), constitutes adequate assurance to the Utility Providers that satisfies the requirements of section 366 of the Bankruptcy Code. If any Utility Provider believes additional assurance (“Additional Assurance”) is required, the Debtors propose that such Utility Provider be required to request such Additional Assurance by following the Additional Assurance Procedures described below.

Additional Assurance Procedures

12. Although the Debtors recognize the right of the Utility Providers to evaluate the Proposed Adequate Assurance on a case-by-case basis, in light of the severe consequences that would result from any interruption in the Debtors' Utility Services, the Debtors propose that the Court approve and adopt the following Additional Assurance Procedures as the exclusive means by which a Utility Provider may request Additional Assurance:

- (a) Absent compliance with the Additional Assurance Procedures, no Utility Provider may alter, refuse, or discontinue service to or otherwise discriminate against the Debtors on account of the commencement of these Chapter 11 Cases or any unpaid prepetition charges, or request payment of a deposit or receipt of other security in connection with any unpaid prepetition charges.
- (b) The Debtors will serve copies of the Motion and the interim order via first-class mail, within three (3) business days after the date that the interim order is entered by the Court on all Utility Providers identified on the Utility Providers List. In the event that any Utility Provider has been omitted from the Utility Providers List, the Debtors will supplement the Utility Providers List and promptly serve copies of the Motion and the interim order on such Utility Provider upon learning of such omission.
- (c) The Debtors will deposit the Adequate Assurance Deposit into the Utility Deposit Account within twenty (20) days of the Petition Date. In the event of a Debtor's post-petition payment default to a Utility Provider, such Utility Provider shall be entitled to the funds in the Utility Deposit Account up to the amount reserved for such Utility Provider in the column labeled "Adequate Assurance Deposit" on the Utility Providers List; provided that to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate Assurance Deposit maintained in the Utility Deposit Account on account of such Utility Provider by the amount of such other value.
- (d) Any Utility Provider desiring Additional Assurance must serve a written request (an "Additional Assurance Request") on: (i) the Debtors, P.O. Box 2770, Chesterfield, VA 23832, Attn: Mark Hills (mhills@shoosmithlandfill.com); and (ii) 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) (the “Notice Parties”).

- (e) Any Additional Assurance Request must: (i) be made in writing; (ii) set forth the type of Utility Service(s) provided as well as the Debtors’ location(s) to which such Utility Service(s) are provided and the applicable account number(s); and (iii) include a proposal for what the Utility Provider believes would constitute adequate assurance from the Debtors, along with an explanation as to why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of post-petition payment in light of the circumstances.
- (f) Upon the Debtors’ receipt of an Additional Assurance Request at the addresses set forth above, the Debtors shall have until (i) the greater of fourteen (14) days from receipt of such request or thirty (30) days from the Petition Date or (ii) such other date as the parties mutually agree (the “Resolution Period”), to negotiate with such Utility Provider to resolve such Additional Assurance Request.
- (g) The Debtors may, in their reasonable discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their reasonable discretion, provide a Utility Provider with Additional Assurance in the form of, but not limited to, cash deposits, prepayments, and/or other forms of security, without further order of this Court if the Debtors believe such Additional Assurance is reasonable. To the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate Assurance Deposit maintained in the Utility Deposit Account on account of such Utility Provider by the amount of such other value, provided that there is no dispute regarding post-petition payments for services.
- (h) If the Debtors determine that an Additional Assurance Request is not reasonable and/or they are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors will schedule a hearing (the “Determination Hearing”) before this Court on the next scheduled omnibus hearing date to determine the adequacy of assurance of payment with respect to that Utility Provider pursuant to section 366(c)(3) of the Bankruptcy Code.

- (i) During any Resolution Period, and, if applicable, pending the outcome by final order of any Determination Hearing, the relevant Utility Provider shall be restrained from discontinuing, altering, or refusing service to the Debtors on account of: (i) unpaid charges for prepetition services; (ii) a pending Additional Assurance Request; (iii) any objections filed in response to the Proposed Adequate Assurance or to the Additional Assurance Procedures; or (iv) the commencement of these Chapter 11 Cases.
- (j) Unless and until an order of the Court is entered requiring further assurance of payment, each Utility Provider shall be deemed to have adequate assurance of payment based on the establishment of the Proposed Adequate Assurance.

13. The Additional Assurance Procedures set forth a streamlined process for Utility Providers to address potential concerns with respect to the Proposed Adequate Assurance, while at the same time allowing the Debtors to administer their estates without undue distraction or interruption. Absent compliance with the Additional Assurance Procedures, the Debtors request that the Utility Providers, including Utility Providers that begin providing services to the Debtors during the pendency of these Chapter 11 Cases, be forbidden from altering, refusing, or discontinuing service or requiring additional assurance of payment other than the Proposed Adequate Assurance.

Subsequent Additions to the Utility Providers List

14. The Debtors have made a good-faith effort to identify their Utility Providers and include them on the Utility Providers List. Nevertheless, to the extent that the Debtors subsequently identify additional Utility Providers or if a Utility Provider begins or ceases to provide services to the Debtors during the pendency of these Chapter 11 Cases, the Debtors seek authority, in their reasonable discretion, to amend the Utility Providers List to add or remove any Utility Provider before or after entry of any interim or final order approving the Motion. Any such amended Utility Providers List will be filed with the Court and served on the appropriate parties.

15. The Debtors further request that the Court's orders on this Motion be deemed to apply to any such subsequently identified Utility Provider, regardless of when such Utility Provider is added to the Utility Providers List. The Debtors will cause a copy of this Motion and any orders hereon to be served on any such Utility Provider subsequently added to the Utility Providers List and will deposit an amount equal to two weeks of the Debtors' average cost of utility services provided by such Utility Provider in the Utility Deposit Account for the benefit of such Utility Provider (less any amounts on deposit with any such subsequently added Utility Provider that exceed outstanding prepetition amounts). Any subsequently added Utility Provider shall be required to make an Additional Assurance Request, if any, in accordance with the Additional Assurance Procedures. For any Utility Provider that is subsequently removed from the Utility Providers List, the Debtors request the authority to decrease the Adequate Assurance Deposit by an amount equal to two weeks of the Debtors' average cost of services from such removed Utility Provider.

16. For the avoidance of doubt, the Debtors request that any orders approving this Motion be binding on all Utility Providers, regardless of whether such Utility Provider is presently identified on the Utility Providers List.

17. Finally, the Debtors request that their obligation to maintain the Adequate Assurance Deposit terminate upon the earlier of: (i) the closing of a sale of all or substantially all of the Debtors' assets, (ii) the effective date of a chapter 11 plan, or (iii) the date these Chapter 11 Cases are dismissed or converted to chapter 7 of the Bankruptcy Code.

BASIS FOR RELIEF

18. The Court has broad discretion to determine the adequacy of assurance of payment to utilities and to establish related procedures. Congress enacted section 366 of the Bankruptcy Code to protect a debtor from immediate termination of utility services after filing for

bankruptcy, while at the same time providing utility companies with adequate assurance of payment for post-petition utility services. *See* H.R. REP. No. 95-595, at 350 (1978), *as reprinted in* 1978 U.S.C.C.A.N. 5963, 6306. Accordingly, section 366 of the Bankruptcy Code prohibits utilities from altering, refusing, or discontinuing services to a debtor solely on account of unpaid prepetition amounts, and provides the debtor with a period in which to establish adequate assurance of post-petition payment. *See* 11 U.S.C. §§ 366(a)–(c).

19. Section 366(c) requires only that a utility’s assurance of payment be “adequate.” Courts recognize that adequate assurance of payment does not constitute an absolute guarantee of a debtor’s ability to pay. *See, e.g., In re Steinebach*, 303 B.R. 634, 641 (Bankr. D. Ariz. 2004) (“Adequate assurance of payment is not, however, absolute assurance . . . ‘a Bankruptcy Court is not required to give a utility company the equivalent of a guarantee of payment, but must only determine that the utility is not subject to any unreasonable risk of nonpayment for postpetition services.’”) (quoting *In re Adelphia Bus. Sols., Inc.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002)); *see also In re Caldor, Inc.*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (noting that section 366(b) “does not require an ‘absolute guarantee of payment’” (citation omitted)), *aff’d sub nom. Va. Elec. & Power Co. v. Caldor, Inc.*, 117 F.3d 646 (2d Cir. 1997).

20. In determining the necessary level of assurance, courts have recognized that bankruptcy courts should “focus ‘upon the need of the utility for assurance, and to require that the debtor supply *no more than that*, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.’” *Va. Elec. & Power Co.*, 117 F.3d at 650 (quoting *In re Penn Jersey Corp.*, 72 B.R. 981, 985 (Bankr. E.D. Pa. 1987)) (emphasis in original); *see also In re Penn. Cent. Transp. Co.*, 467 F.2d 100, 103–04 (3d Cir. 1972) (affirming bankruptcy court’s ruling that utility deposits were not necessary where such deposits likely would “jeopardize the continuing

operation of the [debtor] merely to give further security to suppliers who already are reasonably protected”). Indeed, “[c]ourts will approve an amount that is adequate enough to insure against unreasonable risk of nonpayment, but are not required to give the equivalent of a guaranty of payment in full.” *In re The Great Atl. & Pac. Tea Co.*, 2011 WL 5546954, at *5 (S.D.N.Y. Nov. 14, 2011) (citations omitted). In fact, there is nothing to prevent a court from deciding that, on the facts of the case before it, the amount required of the debtor to provide adequate assurance of payment to a utility company should be nominal or even zero. *See, e.g., In re Pac-West Telecomm., Inc.*, No. 07-10562 (BLS) (Bankr. D. Del. May 2, 2007) (approving adequate assurance in the form of one-time supplemental prepayment to each utility company equal to prorated amount of one week’s charge).

21. Based upon the foregoing, the Debtors believe that most, if not all, of their Utility Providers have adequate assurance of payment even without recourse to the Adequate Assurance Deposit. The Debtors anticipate having sufficient resources to pay, and intend to pay, all valid post-petition obligations for Utility Services in a timely manner based on revenues generated from operations. In addition, the Debtors’ reliance on Utility Services for the operation of their businesses and preservation of value of their assets provides them with a powerful incentive to stay current on their obligations. These factors, which the Court may consider when determining the amount of any adequate assurance, justify finding that the Debtors are not required to make any additional assurances in these Chapter 11 Cases. In light of the foregoing, the Debtors respectfully submit that the Proposed Adequate Assurance is more than sufficient to assure the Utility Providers of payment for post-petition services.

22. Under the circumstances of these Chapter 11 Cases, the Debtors believe that the establishment of a cash reserve in the form of the Adequate Assurance Deposit constitutes adequate assurance of payment under section 366(c) of the Bankruptcy Code.

THE REQUIREMENTS OF BANKRUPTCY RULE 6003 ARE SATISFIED

23. In order for a debtor to obtain relief to make payments within twenty-one (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).

24. Here, immediate and irreparable harm would result if the relief requested herein is not granted. As discussed above, entry of an interim order granting this Motion is integral to the Debtors’ ability to successfully transition into chapter 11. Any lapse or termination in Utility Services as a result of the Debtors’ failure to establish adequate assurance could subject the Debtors to significant disruption in or a potential cessation of operations, reducing their revenues and thereby causing immediate and irreparable harm to the Debtors’ estates, and consequently other interested parties. Accordingly, the Debtors respectfully submit that they have satisfied the

“immediate and irreparable harm” standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h) REQUIREMENTS

25. 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

26. Nothing contained in this Motion or any actions taken by the Debtors pursuant to 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 the 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 rights 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 the Debtors’ rights to subsequently dispute such claim.

NOTICE

27. 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 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: Russell Deppe (russell.deppe@deq.virginia.gov); (iv) the Internal Revenue Service; (v) the Securities and Exchange Commission; (vi) the Delaware Secretary of State; (vii) the Delaware State Treasury; (viii) the Utility Providers; (ix) the Debtors' consolidated twenty (20) largest unsecured creditors; and (x) 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

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

CONCLUSION

WHEREFORE, for the reasons set forth herein, the Debtors respectfully request that the Court (a) enter the proposed 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 proposed 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.¹

Chapter 11

Case No. 25-10979 ()

Joint Administration Requested

Re: D.I.

**INTERIM ORDER (I) PROHIBITING UTILITY PROVIDERS FROM ALTERING,
REFUSING, OR DISCONTINUING UTILITY SERVICES, (II) APPROVING
PROPOSED ADEQUATE ASSURANCE OF PAYMENT TO UTILITY
PROVIDERS AND AUTHORIZING DEBTORS TO PROVIDE ADDITIONAL
ASSURANCE, (III) ESTABLISHING PROCEDURES TO RESOLVE REQUESTS
FOR ADDITIONAL ASSURANCE AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² 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, and 366 of the Bankruptcy Code, Bankruptcy Rules 6003(b) and 6004, and Local Rule 9013-1(m): (i) prohibiting Utility Providers from altering, refusing, or discontinuing services or discriminating against the Debtors solely on the basis of the commencement of these Chapter 11 Cases or that the Debtors do not pay a debt when due prepetition; (ii) determining that adequate assurance of payment for post-petition utility services has been furnished to the Utility Providers providing services to the Debtors and authorizing the Debtors to provide additional adequate assurance of payment to the Utility Providers; (iii) establishing procedures for resolving requests by any Utility Provider for additional adequate

¹ 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.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

assurance of payment; and (iv) granting related relief, including 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;

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. Absent compliance with the Additional Assurance Procedures set forth in the Motion and this Interim Order, the Utility Providers are prohibited from altering, refusing, or discontinuing service on account of the commencement of these Chapter 11 Cases and/or any unpaid prepetition charges in accordance with section 366 of the Bankruptcy Code.
3. Any bonds or security deposits that were in place prior to the Petition Date shall remain in place and shall continue to be held by those Utility Providers holding the same, except upon either (a) written agreement(s) between the Debtors and Utility Providers without further order of the Court, or (b) further order(s) of the Court.
4. The Debtors shall, within twenty (20) days of the Petition Date, furnish Utility Providers with adequate assurance of payment for post-petition services by establishing the Adequate Assurance Deposit in the amount of \$7,596.00 and depositing such amount in the Utility Deposit Account. The foregoing amount may be adjusted by the Debtors as follows: (i) reducing the amount held in the Utility Deposit Account to account for the payment and termination of Utility Services by the Debtors for any given location or account, for which the Debtors will provide 14 days' prior notice of such proposed reduction; (ii) modifying the amount held in the

Utility Deposit Account on the basis of agreements reached with Utility Providers regarding Additional Assurance Requests, including, to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, reducing the Adequate Assurance Deposit maintained in the Utility Deposit Account on account of such Utility Provider by the amount of such other value; and (iii) adding additional amounts in the event that the Debtors amend the Utility Providers List to add one or more additional Utility Providers.

5. The obligation to maintain the Adequate Assurance Deposit shall terminate upon the earlier of: (i) the closing of a sale of all or substantially all of the Debtors' assets; (ii) the effective date of a chapter 11 plan; or (iii) the date these Chapter 11 Cases are dismissed or converted to chapter 7 of the Bankruptcy Code.

6. The following Additional Assurance Procedures are hereby approved in their entirety on an interim basis:

- (a) Absent compliance with the Additional Assurance Procedures, no Utility Provider may alter, refuse, or discontinue service to or otherwise discriminate against the Debtors on account of the commencement of these Chapter 11 Cases or any unpaid prepetition charges, or request payment of a deposit or receipt of other security in connection with any unpaid prepetition charges.
- (b) The Debtors will serve copies of the Motion and this Interim Order via first-class mail, within three (3) business days after the date that this Interim Order is entered by the Court on all Utility Providers identified on the Utility Providers List. In the event that any Utility Provider has been omitted from the Utility Providers List, the Debtors will supplement the Utility Providers List and promptly serve copies of the Motion and this Interim Order on such Utility Provider upon learning of such omission.
- (c) The Debtors will deposit the Adequate Assurance Deposit into the Utility Deposit Account within twenty (20) days of the Petition Date. In the event of a Debtor's post-petition payment default to a Utility Provider, such Utility Provider shall be entitled to the funds in the Utility Deposit Account up to the amount reserved for such Utility Provider in the column labeled "Adequate Assurance Deposit" on the Utility Providers List; provided that to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate

Assurance Deposit maintained in the Utility Deposit Account on account of such Utility Provider by the amount of such other value.

- (d) Any Utility Provider desiring Additional Assurance must serve a written request (an “Additional Assurance Request”) on: (i) the Debtors, P.O. Box 2770, Chesterfield, VA 23832, Attn: Mark Hills (mhills@shoosmithlandfill.com); and (ii) 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) (the “Notice Parties”).
- (e) Any Additional Assurance Request must: (i) be made in writing; (ii) set forth the type of Utility Service(s) provided as well as the Debtors location(s) to which such Utility Service(s) is provided and the applicable account number(s); and (iii) include a proposal for what the Utility Provider believes would constitute adequate assurance from the Debtors, along with an explanation as to why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of post-petition payment in light of the circumstances.
- (f) Upon the Debtors’ receipt of an Additional Assurance Request at the addresses set forth above, the Debtors shall have until (i) the greater of fourteen (14) days from receipt of the request or thirty (30) days from the Petition Date, or (ii) such other date as the parties mutually agree (the “Resolution Period”) to negotiate with such Utility Provider to resolve such Additional Assurance Request.
- (g) The Debtors may, in their reasonable discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their reasonable discretion, provide a Utility Provider with Additional Assurance in the form of, but not limited to, cash deposits, prepayments, and/or other forms of security, without further order of this Court if the Debtors believe such Additional Assurance is reasonable. To the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate Assurance Deposit maintained in the Utility Deposit Account on account of such Utility Provider by the amount of such other value, provided that there is no dispute regarding post-petition payments for services.
- (h) If the Debtors determine that an Additional Assurance Request is not reasonable and/or they are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors will schedule a hearing (the “Determination Hearing”) before this Court on the next

scheduled omnibus hearing date to determine the adequacy of assurances of payment with respect to that Utility Provider pursuant to section 366(c)(3) of the Bankruptcy Code.

- (i) During any Resolution Period, and, if applicable, pending the outcome by final order of any Determination Hearing, the relevant Utility Provider shall be restrained from discontinuing, altering, or refusing service to the Debtors on account of: (i) unpaid charges for prepetition services; (ii) a pending Additional Assurance Request; (iii) any objections filed in response to the Proposed Adequate Assurance or to the Additional Assurance Procedures; or (iv) the commencement of these Chapter 11 Cases.
- (j) Unless and until an order of the Court is entered requiring further assurance of payment, each Utility Provider shall be deemed to have adequate assurance of payment based on the establishment of the Proposed Adequate Assurance.

7. The Debtors are authorized, in their reasonable discretion, to amend the Utility Providers List to add or delete any Utility Provider, and this Interim Order shall apply to any Utility Provider that is subsequently added to the Utility Service List. Any such amended Utility Service List shall be filed with the Court and served with this Interim Order on the added Utility Provider. Any subsequently added Utility Provider will, upon service of this Interim Order, then be bound by it.

8. The inclusion of any entity in, or the omission of any entity from, the Utility Providers List shall not be deemed an admission by the Debtors that such entity is or is not a “utility” within the meaning of section 366 of the Bankruptcy Code, and the Debtors’ rights and defenses with respect thereto are reserved and preserved.

9. 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.

10. 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").

11. 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 _____m. (prevailing Eastern Time). If no responses or 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.

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

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

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

15. 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.¹

Chapter 11

Case No. 25-10979 ()

Joint Administration Requested

Re: D.I.

**FINAL ORDER (I) PROHIBITING UTILITY PROVIDERS FROM ALTERING,
REFUSING, OR DISCONTINUING UTILITY SERVICES, (II) APPROVING
PROPOSED ADEQUATE ASSURANCE OF PAYMENT TO UTILITY
PROVIDERS AND AUTHORIZING DEBTORS TO PROVIDE ADDITIONAL
ASSURANCE, (III) ESTABLISHING PROCEDURES TO RESOLVE REQUESTS
FOR ADDITIONAL ASSURANCE AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² 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, and 366 of the Bankruptcy Code, Bankruptcy Rules 6003(b) and 6004, and Local Rule 9013-1(m): (i) prohibiting Utility Providers from altering, refusing, discontinuing services, or discriminating against the Debtors solely on the basis of the commencement of these Chapter 11 Cases or that the Debtors do not pay a debt when due prepetition; (ii) determining that adequate assurance of payment for post-petition utility services has been furnished to the Utility Providers providing services to the Debtors and authorizing the Debtors to provide additional adequate assurance of payment to the Utility Providers; (iii) establishing procedures for resolving requests by any Utility Provider for additional adequate

¹ 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.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

assurance of payment; and (iv) 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.
2. Absent compliance with the Additional Assurance Procedures set forth in the Motion and this Final Order, the Utility Providers are prohibited from altering, refusing, or discontinuing service on account of the commencement of these Chapter 11 Cases and/or any unpaid prepetition charges in accordance with section 366 of the Bankruptcy Code.
3. Any bonds or security deposits that were in place prior to the Petition Date shall remain in place and shall continue to be held by those Utility Providers holding the same, except upon written agreement(s) between the Debtors and Utility Providers without further order of the Court.
4. To the extent not previously funded, the Debtors shall fund, within three (3) business days of the entry of this Final Order, the Adequate Assurance Deposit of \$7,596.00 by depositing such amount in the Utility Deposit Account. The foregoing amount may be adjusted by the Debtors as follows: (i) reducing the amount held in the Utility Deposit Account to account for the payment and termination of Utility Services by the Debtors for any given location or account; (ii) modifying the amount held in the Utility Deposit Account on the basis of agreements reached with Utility Providers regarding Additional Assurance Requests, including, to the extent

any Utility Provider receives any other value from the Debtors as adequate assurance of payment, reducing the Adequate Assurance Deposit maintained in the Utility Deposit Account on account of such Utility Provider by the amount of such other value; and (iii) adding additional amounts in the event that the Debtors amend the Utility Providers List to add one or more additional Utility Providers.

5. The obligation to maintain the Adequate Assurance Deposit shall terminate upon the earlier of: (i) the closing of a sale of all or substantially all of the Debtors' assets; (ii) the effective date of a chapter 11 plan; or (iii) the date these Chapter 11 Cases are dismissed or converted to chapter 7 of the Bankruptcy Code.

6. The following Additional Assurance Procedures are hereby approved in their entirety on a final basis:

- (a) Absent compliance with the Additional Assurance Procedures, no Utility Provider may alter, refuse, or discontinue service to or otherwise discriminate against the Debtors on account of the commencement of these Chapter 11 Cases or any unpaid prepetition charges, or request payment of a deposit or receipt of other security in connection with any unpaid prepetition charges.
- (b) The Debtors will serve this Final Order via first-class mail, within three (3) business days after the date that this Final Order is entered by the Court on all Utility Providers identified on the Utility Providers List. In the event that any Utility Provider has been omitted from the Utility Providers List, the Debtors will supplement the Utility Providers List and promptly serve copies of the Motion and this Final Order on such Utility Provider upon learning of such omission.
- (c) The Debtors will deposit the Adequate Assurance Deposit into the Utility Deposit Account within twenty (20) days of the Petition Date. In the event of a Debtor's post-petition payment default to a Utility Provider, such Utility Provider shall be entitled to the funds in the Utility Deposit Account up to the amount reserved for such Utility Provider in the column labeled "Adequate Assurance Deposit" on the Utility Providers List; provided that to the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate Assurance Deposit maintained in the Utility Deposit Account on account of such Utility Provider by the amount of such other value.

- (d) Any Utility Provider desiring Additional Assurance must serve a written request (an “Additional Assurance Request”) on: (i) the Debtors, P.O. Box 2770, Chesterfield, VA 23832, Attn: Mark Hills (mhills@shoosmithlandfill.com) and (ii) proposed counsel to the Debtors, Pashman Stein Walder Hayden, P.C., 824 North Market Street, Suite 800, Wilmington, Delaware, 19801, Attn: John Weiss (jweiss@pashmanstein.com), Leah M. Eisenberg (leisenberg@pashmanstein.com), Richard W. Riley (rriley@pashmanstein.com) and David E. Sklar (dsklar@pashmanstein.com) (the “Notice Parties”).
- (e) Any Additional Assurance Request must: (i) be made in writing; (ii) set forth the type of Utility Service(s) provided as well as the Debtors’ location(s) to which such Utility Service(s) is provided and the applicable account number(s); and (iii) include a proposal for what the Utility Provider believes would constitute adequate assurance from the Debtors, along with an explanation as to why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of postpetition payment in light of the circumstances.
- (f) Upon the Debtors’ receipt of an Additional Assurance Request at the addresses set forth above, the Debtors shall have until (i) the greater of fourteen (14) days from receipt of the request or thirty (30) days from the Petition Date, or (ii) such other date as the parties mutually agree (the “Resolution Period”) to negotiate with such Utility Provider to resolve such Additional Assurance Request.
- (g) The Debtors may, in their reasonable discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in their reasonable discretion, provide a Utility Provider with Additional Assurance in the form of, but not limited to, cash deposits, prepayments, and/or other forms of security, without further order of this Court if the Debtors believe such Additional Assurance is reasonable. To the extent any Utility Provider receives any other value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate Assurance Deposit maintained in the Utility Deposit Account on account of such Utility Provider by the amount of such other value, provided that there is no dispute regarding post-petition payments for services.
- (h) If the Debtors determine that an Additional Assurance Request is not reasonable and/or they are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors will schedule a hearing (the “Determination Hearing”) before this Court on the next scheduled omnibus hearing date to determine the adequacy of assurances of payment with respect to that Utility Provider pursuant to section 366(c)(3) of the Bankruptcy Code.

- (i) During any Resolution Period, and, if applicable, pending the outcome by final order of any Determination Hearing, the relevant Utility Provider shall be restrained from discontinuing, altering, or refusing service to the Debtors on account of: (i) unpaid charges for prepetition services; (ii) a pending Additional Assurance Request; (iii) any objections filed in response to the Proposed Adequate Assurance or to the Additional Assurance Procedures; or (iv) the commencement of these Chapter 11 Cases.
- (j) Unless and until an order of the Court is entered requiring further assurance of payment, each Utility Provider shall be deemed to have adequate assurance of payment based on the establishment of the Proposed Adequate Assurance.

7. The Debtors are authorized, in their reasonable discretion, to amend the Utility Providers List to add or delete any Utility Provider, and this Final Order shall apply to any Utility Provider that is subsequently added to the Utility Service List. Any such amended Utility Service List shall be filed with the Court and served with this Final Order.

8. The inclusion of any entity in, or the omission of any entity from, the Utility Providers List shall not be deemed an admission by the Debtors that such entity is or is not a “utility” within the meaning of section 366 of the Bankruptcy Code, and the Debtors’ rights and defenses with respect thereto are reserved and preserved.

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**UTILITY PROVIDERS**

Utility Provider	Utility type	Account and/or Location	Adequate Assurance
Dominion Energy	Electric	210011387243 004376307502 001862087622 000359550928 007340422752 P.O. Box 26666 Richmond, VA 23261-6666 1-866-366-4357	6,631.37
Chesterfield County Utilities	Water and Sewer	00099964-2119295 9840 Government Center Parkway Chesterfield, VA 23832 1-804-748-12913013	\$404.76
AT&T Wireless	Mobile Phones	287230355524 11563 West Broad Street Richmond, VA 23233 804-402-8720	\$290.95
Vonage Business	Office Telephone	P.O. Box 23887 New York, NY 10087-3887	\$88.90
Verizon	Telephone Line	850-088-389-0001-89 1095 Avenue of the Americas New York, NY 10036 One Verizon Way Basking Ridge, New Jersey 07920, USA	\$70.07

Utility Provider	Utility type	Account and/or Location	Adequate Assurance
Comcast	Internet	8299 60 014 2149293 1701 JFK Boulevard, Philadelphia, PA 19103	\$109.67