

**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 (JKS)

Jointly Administered

Re: D.I. 10

**CERTIFICATION OF COUNSEL REGARDING FINAL ORDER ON
DEBTORS' MOTION FOR 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 (the “Debtors”) hereby certify as follows:

1. On June 1, 2025, the Debtors filed *Debtors' Motion for Interim and Final Orders (I) Authorizing Payment of Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief* [D.I. 10] (the “Motion”).²

2. On June 4, 2025, the 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”).

3. On June 4, 2025, the Debtors filed a *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* [D.I. 49] which gave notice that the deadline to

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² Capitalized terms used herein and not defined herein shall have the meaning given such terms in the Motion.



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object to the final relief requested in the Motion was June 20, 2025 at 4:00 p.m. (ET) (the “Objection Deadline”).

4. Prior to the Objection Deadline, the Debtors received informal comments to the proposed final order on the Motion from counsel for the Official Committee of Unsecured Creditors (the “Committee”).

5. Other than the informal comments from the Committee, the undersigned hereby certifies that, as of the date hereof, Pashman Stein Walder Hayden, P.C., proposed counsel for the Debtors, is aware of no formal or informal objection or other responsive pleading to the final relief requested in the Motion. The undersigned further certifies that he has caused the review of the Court’s docket in this case and no answer, objection, or other responsive pleading to the Motion appears thereon.

6. Attached hereto as **Exhibit A** is a revised proposed form of order approving the Motion on a final basis (the “Revised Proposed Final Order”), which reflects changes based on the comments from the Committee and changes consistent with the changes made to the Interim Order. For the convenience of the Court and all parties in interest, a blackline of the Revised Proposed Final Order marked against the proposed final order filed with the Motion is attached hereto as **Exhibit B**.

7. The Revised Proposed Final Order was reviewed and approved by counsel for the Committee.

WHEREFORE, the Debtors respectfully request that the Court enter the Revised Proposed Final Order substantially in the form attached hereto as **Exhibit A** at its earliest convenience.

Dated: June 24, 2025
Wilmington, Delaware

PASHMAN STEIN WALDER HAYDEN, P.C.

/s/ Richard W. Riley

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Richard W. Riley (No. 4052)
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-and-

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Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

Revised 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 (JKS)

Jointly Administered

Re: D.I. 10 and 40

**FINAL ORDER (I) AUTHORIZING PAYMENT OF PREPETITION CLAIMS OF
CERTAIN CRITICAL VENDORS AND (II) 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(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 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 not defined herein shall have the same meaning ascribed to them in the Motion.

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

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);

The amount of payment toward the Critical Vendor's estimated claim;

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;

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;

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;

The Critical Vendor's acknowledgement that it has reviewed the terms and provisions of the Order and consents to be bound thereby;

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

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. To the extent reasonably practicable under the circumstances, The Debtors shall consult with the official committee of unsecured creditors (the "Committee") (on a professionals' eyes only basis) prior to agreeing to make a payment to a Critical Vendor and/or entering into a Trade Agreement or deciding not to enter into a Trade Agreement pursuant to this Final Order. The Debtors shall also disclose to the Committee (on a professionals' eyes only basis) the payments made or anticipated to be made to Critical Vendors pursuant to the Interim Order.

7. The Debtors shall maintain a matrix summarizing (a) the name of each Critical Vendor that received payment pursuant to this Final Order and Interim Order, (b) the amount paid to each Critical Vendor, and (c) the goods, services, or other consideration provided by such Critical Vendor. The Debtors shall provide a copy of such matrix to the Committee every thirty (30) days beginning upon entry of this Final Order (on a professionals' eyes only basis).

8. Nothing in the Motion, the Interim Order or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed: (a) as an admission as to the validity of any claim against the Debtors or their estates; (b) as a waiver of the Debtors' right or the Committee's right to dispute any claim; (c) as approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code; (d) as an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise; or (e) to prejudice any of the Debtors' or their respective estates' rights to seek relief under any section of the Bankruptcy Code on account of any amounts owed or paid to any Critical Vendor.

9. The Debtors' banks shall be and hereby are authorized 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.

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

11. 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.

12. 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.

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

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

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

Exhibit B

Blackline

**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 ([JKS](#))

Jointly Administered

Re: ~~Docket Nos~~ [D.I.](#) 10 and 40

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

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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. 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:

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);

The amount of payment toward the Critical Vendor's estimated claim;

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;

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;

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;

The Critical Vendor's acknowledgement that it has reviewed the terms and provisions of the Order and consents to be bound thereby;

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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. To the extent reasonably practicable under the circumstances, The Debtors shall consult with the official committee of unsecured creditors (the "Committee") (on a

professionals' eyes only basis) prior to agreeing to make a payment to a Critical Vendor and/or entering into a Trade Agreement or deciding not to enter into a Trade Agreement pursuant to this Final Order. The Debtors shall also disclose to the Committee (on a professionals' eyes only basis) the payments made or anticipated to be made to Critical Vendors pursuant to the Interim Order.

7. The Debtors shall maintain a matrix summarizing (a) the name of each Critical Vendor that received payment pursuant to this Final Order and Interim Order, (b) the amount paid to each Critical Vendor, and (c) the goods, services, or other consideration provided by such Critical Vendor. The Debtors shall provide a copy of such matrix to the Committee every thirty (30) days beginning upon entry of this Final Order (on a professionals' eyes only basis).

8. Nothing in the Motion, the Interim Order or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed: (a) as an admission as to the validity of any claim against the Debtors or their estates; (b) as a waiver of the Debtors' right or the Committee's right to dispute any claim; (c) as approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code; (d) as an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise; or (e) to prejudice any of the Debtors' or their respective estates' rights to seek relief under any section of the Bankruptcy Code on account of any amounts owed or paid to any Critical Vendor.

9. ~~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.

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

11. 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.

12. 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.

13. ~~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.

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

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

Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 6/24/2025 12:31:07 PM	
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<u>Add</u>	15
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<u>Move To</u>	0
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Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
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Format changes	0
Total Changes:	25