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

In re:	 * *
HOPEMAN BROTHERS, INC.,	*
Debtor	*

Chapter 11 Case No. 24-32428 KLP

## OPPOSITION AND OBJECTION TO MOTION OF THE DEBTOR FOR ENTRY OF INTERIM AND FINAL ORDERS EXTENDING THE AUTOMATIC STAY TO STAY ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS

NOW INTO COURT, through undersigned counsel, come Janet Rivet and Kayla Rivet

(surviving spouse and child of Tommy Rivet), Maxine Becky Polkey Ragusa, Valerie Ann Ragusa

Primeaux, and Stephanie Jean Ragusa Connors (surviving spouse and children of Frank P. Ragusa,



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Jr.), and Erica Dandry Constanza and Monica Dandry Hallner (surviving children of Michael Dandry, Jr.) (collectively "Creditors"), who oppose the Motion for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants filed by Hopeman Brothers, Inc. ("Hopeman").<sup>1</sup> For the reasons set forth below, Creditors oppose an extension of the automatic stay solely to the extent it seeks to stay Louisiana direct action claims against non-debtor, Liberty Mutual Insurance Company ("Liberty Mutual"), pursuant to the primary Comprehensive General Liability ("CGL") policies issued by Liberty Mutual covering Hopeman.

Creditors herein submit that a stay should not apply to direct action claims against nondebtor, Liberty Mutual, for several reasons. First, as explained in Section I, *infra*, Hopeman admits that it no longer has any property interest in the Liberty Mutual CGL policies, and the policies are not even listed as assets of Hopeman in its Schedule of Assets.<sup>2</sup> Thus, direct action claims against Liberty Mutual cannot deplete the bankruptcy estate since Hopeman is not claiming that these policies are actually assets of its estate. Second, even if Hopeman did still have a property interest in the Liberty Mutual policies, and even if the policies were listed as assets in the Hopeman's Schedule of Assets, Louisiana claimants still have a right to pursue direct action claims against nondebtor insurers regardless of whether the insured has filed for bankruptcy. Third, federal courts, including the U.S. Fourth Circuit, have only extended stays to a non-debtor under very limited circumstances, and Hopeman has failed to meet its burden of establishing that the circumstances of this case are such that a stay should be entered prohibiting Creditors from pursuing direct action claims against Liberty Mutual. Hopeman has offered absolutely no support other than attorney

<sup>&</sup>lt;sup>1</sup>*In re: Hopeman Brothers, Inc.,* United States Bankruptcy Court, Eastern District of Virginia, Richmond Division, No. 24-32428 KLP at Docket ("BR Doc.") No. 7.

<sup>&</sup>lt;sup>2</sup>BR Doc. 59 at pp. 22-23.

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argument that Louisiana direct action claims could actually diminish the Liberty Mutual CGL policies. As is explained in Section IV(B), *infra*, the Louisiana direct action claims against Liberty Mutual cannot diminish these policies because the types of claims at issue are not subject to aggregate limits. Hopeman has submitted nothing to refute this evidence.

## I. <u>The bankruptcy court should not stay Creditors ability to pursue direct action claims</u> <u>against Liberty Mutual pursuant to the CGL policies issued to Hopeman because</u> Hopeman has admitted that these policies are no longer assets of its estate.

Creditors' objection is limited solely to the extent that Hopeman is seeking a stay of Louisiana asbestos-related direct action claims against non-debtor, Liberty Mutual Insurance Company, pursuant to CGL policies issued by Liberty Mutual.

Hopeman relies upon Section 362(a)(1) as well as Section 362(a)(3) as a basis for its requested relief. Hopeman argues that the Section 362(a)(1) stay can be applied to non-debtors where there is an identity of interest between the debtor and non-debtor third parties.<sup>3</sup> Hopeman asserts that the circumstances warranting a stay under Section 362(a)(1) that are present in this proceeding are that "actions against the Protected Parties will deplete the Debtor's insurance coverage" and that allowing these direct action lawsuits will result in "reducing shared insurance and undercutting a principal asset of the estate."<sup>4</sup> Regarding Section 362(a)(3), Hopeman similarly argues that this provision warrants the implementation of a stay because insurance contracts are property of the estate and that allowing claims against the insurers would deplete the Debtor's insurance.<sup>5</sup> Hopeman offers no support for this argument, especially as it applies to Liberty Mutual's CGL policies.

<sup>&</sup>lt;sup>3</sup>BR Doc. 7 at pp. 8-9, Paragraph 24.

<sup>&</sup>lt;sup>4</sup>BR Doc. 7 at p. 9, Paragraph 25.

<sup>&</sup>lt;sup>5</sup>BR Doc. 7 at p. 10, Paragraph 29.

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Neither Section 362(a)(1) nor Section 362(a)(3) warrant a stay as to Louisiana direct action claims against Liberty Mutual for those CGL policies covering Hopeman. "Extending the automatic stay or issuing an injunction for non-debtors contravenes a basic and compelling principle of federal bankruptcy law",<sup>6</sup> and "[t]he burden of proof to show that the automatic stay is applicable to a non-debtor is on the party invoking the stay."<sup>7</sup> Hopeman has made no showing whatsoever as to how Louisiana direct action claims against Liberty Mutual could possibly deplete Hopeman's bankruptcy estate. This showing was not made by Hopeman because allowing direct action claims of Creditors herein against Liberty Mutual cannot deplete the bankruptcy estate.

Based upon Hopeman's representations to this Court already made in its bankruptcy filings, Hopeman no longer has any right or property interest in the Liberty Mutual CGL policies. In its Schedule of Assets filed in this bankruptcy proceeding, Hopeman does not list any of the Liberty Mutual CGL policies as an asset of its estate because Hopeman no longer has any rights or ownership of these policies.<sup>8</sup> This is further confirmed by Hopeman's President, Christopher Lascell, who states in his Declaration filed in this matter that any rights Hopeman may have originally had under these Liberty Mutual CGL policies have been released by Hopeman pursuant to settlement agreements between Hopeman and Liberty Mutual.<sup>9</sup> In fact, in its Schedule of Assets, Hopeman

<sup>&</sup>lt;sup>6</sup>In re Qimonda Ag, 482 B.R. 879, 895 (Bankr. E.D. Va. 2012) (quoting Vitro v. ACP Master, Ltd. (In re Vitro), 455 B.R. 571, 581 (Bankr. N.D. Tex. 2011)).

<sup>&</sup>lt;sup>7</sup>*In re Xenon Anesthesia of Tex., PLLC*, 510 B.R. 106, 111 (Bankr. S.D. Tex. 2014) (citing *Beran v. World Telemetry, Inc.*, 747 F. Supp. 2d 719, 723 (S.D. Tex. 2010) ("The party invoking the stay has the burden to show that it is applicable. See 2 William L. Norton, Jr., Norton Bankruptcy Law and Practice § 43:4 (3d ed. Supp. 2010) (noting that in bankruptcy court proceedings, 'the party seeking to extend the stay will bear the burden to show that 'unusual circumstances' exist warranting such an extension of the stay to a nondebtor').

<sup>&</sup>lt;sup>8</sup>BR Doc. 59 at pp. 22-23.

<sup>&</sup>lt;sup>9</sup>BR Doc. 8 at Paragraph 34.

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even references a 2003 settlement agreement between Liberty Mutual and Hopeman, which presumably confirms Mr. Lascell's testimony as Hopeman releasing its rights as to these policies and also likely confirms why the policies were not listed as assets by Hopeman in its Schedule of Assets.<sup>10</sup> Instead, in its Schedule of Assets, Hopeman only lists Liberty Mutual workers' compensation policies covering the years between 1974 and 1985.<sup>11</sup> However, Creditors herein are not maintaining an objection as whether a stay should be issued as to direct action claims pursuant to these Liberty Mutual workers' compensation policies because none of the Creditors herein were direct employees of Hopeman. Accordingly, the Creditors' claims do not trigger coverage under the workers' compensation policies.

Hopeman represents to the Court, without support, that a stay is necessary because asbestosrelated actions "would further deplete the Debtor's largest asset – its insurance policies – and prejudice the Debtor's estate."<sup>12</sup> Hopeman also represents to the Court that "[t]he relief requested herein, therefore, is critical for the Debtor's ability to achieve a primary goal of this chapter 11 case – ensuring a fair and equitable distribution of the Debtor's <u>remaining assets</u> among claimants with allowed asbestos-related claims against the Debtor."<sup>13</sup> However, as noted above, Hopeman's Schedule of Assets filed in this bankruptcy proceeding make clear that the Liberty Mutual CGL policies are not among the remaining assets of the Debtor.<sup>14</sup> Thus, Louisiana direct action claims against Liberty Mutual present no risk to Hopeman's property that can be depleted. In fact, Hopeman has represented to this Court that the Liberty Mutual policies are exhausted as to Hopeman and that

<sup>&</sup>lt;sup>10</sup>BR Doc. 59 at p. 76.

<sup>&</sup>lt;sup>11</sup>BR Doc. 59 at pp. 22-23.

<sup>&</sup>lt;sup>12</sup>BR Doc. 7, at p. 3, Paragraph 8.

<sup>&</sup>lt;sup>13</sup>BR Doc. 7, at p. 5, Paragraph 17.

<sup>&</sup>lt;sup>14</sup>R. Doc. 59 at pp. 22-23.

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Hopeman no longer has any rights under these policies due to their settlement agreement.<sup>15</sup> Thus, Section 362(a) is inapplicable as it relates to the Liberty Mutual CGL policies.

While Hopeman may have agreed to release any rights it had to the Liberty Mutual CGL policies, these sort of agreements between an insurer and an insured have no effect on a injured tort victim's rights under the policy.<sup>16</sup> For example, in *Courville v. Lamorak Ins. Co.*, another asbestos case, Liberty Mutual actually attempted to limit its liability to third party tort victims through a settlement agreement entered into with another asbestos company, Reilly-Benton Company, Inc., which attempt was rejected. In doing so, the Louisiana's Fourth Circuit in *Courville v. Lamorak Ins. Co.*, held:

The plain language of La. Rev. Stat. 22:1262 is clear: insurers and insured cannot retroactively rescind or annul policy contracts by agreement post-occurrence. Nonetheless, the 2013 settlement agreement at issue in this case essentially rescinded or annulled policy contracts for injuries sustained years ago. Accordingly, under Louisiana public policy, the settlement agreement is not enforceable against the third-party tort victim in this case, i.e., the plaintiff.<sup>17</sup>

Thus, while Hopeman may no longer have any rights under the Liberty Mutual CGL policies, Creditors herein do still have rights to pursue Liberty Mutual. Under Louisiana law, a tort victim's cause of action accrues at the time of the "substantial injury producing exposures giving rise to plaintiffs' claims."<sup>18</sup> Once these substantive rights are conferred against the insurer, they become vested property right that may not be constitutionally divested.<sup>19</sup>

<sup>&</sup>lt;sup>15</sup>BR Doc. 8, Declaration of Christopher Lascell at Paragraph 34.

<sup>&</sup>lt;sup>16</sup>Courville v. Lamorak Ins. Co., 2020-0073 (La.App. 4 Cir. 05/27/20), 301 So.3d 557, writ denied, 20-791 (La. 10/14/20), 302 So.3d 1121.

<sup>&</sup>lt;sup>17</sup>*Courville v. Lamorak Ins. Co.*, 2020-0073 (La. App. 4 Cir. 05/27/20); 301 So. 3d 557, 560.

<sup>&</sup>lt;sup>18</sup>Cole v. Celotex Corporation, 599 So.2d 1058, 1063 (La. 1992). <sup>19</sup>Id.

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While it is expected that Hopeman will attempt to retract the representations it has made to this Honorable Court regarding its lack of a property interest in the Liberty Mutual CGL policies, out of an abundance of caution, Creditors herein submit that even if Hopeman had not released its rights to the Liberty Mutual CGL policies and had included these policies in its Schedule of Assets, an extension of the stay as to Liberty Mutual would still not warranted as the claims of Creditors herein have no risk of depleting the CGL policies.

# II.Even if Hopeman still had rights to the Liberty Mutual CGL policies, which it admits<br/>it does not, Creditors' claims have no risk of depleting the CGL policies

Hopeman's entire basis for extending the stay to non-debtor insurers is an argument that allowing such claims would deplete the insurance. Hopeman, however, offered absolutely no support for its attorney argument that such a risk exists, especially as to the Liberty Mutual CGL policies. As noted above, the Liberty Mutual CGL policies are no longer an asset of Hopeman. Nonetheless, even if the Liberty Mutual CGL policies were an asset of Hopeman, the Creditors' claims cannot deplete the Liberty Mutual CGL policies. As will be explained below, the claims of Creditors herein against Liberty Mutual arise under the CGL policies because the exposures from Hopeman occurred from Hopeman's ongoing contracting activities.

## A. <u>Creditors' Decedents Were Exposed to Asbestos from Hopeman's Contracting</u> <u>Operations at Avondale Shipyards in Louisiana, Creditors' Decedents Died in</u> Louisiana, and Their Cases are Pending in Louisiana.

The Creditors are the surviving family members of individuals who developed and died from mesothelioma following exposure to asbestos during Hopeman's contracting operations at Avondale

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Shipyards in Louisiana, and who may assert direct action claims against Hopeman's primary liability insurer, Liberty Mutual, pursuant to Louisiana's direct action statute.<sup>20</sup>

Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors are the surviving spouse and children of Frank P. Ragusa, Jr.<sup>21</sup> Prior to his death from mesothelioma, Mr. Ragusa filed suit in Louisiana seeking damages for his injuries caused by his exposure to asbestos while working at, among other places, Avondale Shipyards in Louisiana.<sup>22</sup> As a result of his exposure to asbestos, Mr. Ragusa developed mesothelioma from which he died in Louisiana.<sup>23</sup> Following Mr. Ragusa's death, Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors filed a Fourth Supplemental and Amending Complaint substituting themselves as Plaintiffs, and asserting any and all survival and wrongful death claims to which they are entitled.<sup>24</sup> The Ragusa family's case is currently pending before the United States District Court for the Eastern District of Louisiana.

Mr. Ragusa testified that he worked as an employee of Avondale Shipyards from September 12, 1975 to March 29, 1979 as a crane operator and hooker in the Main yard,<sup>25</sup> and that he was exposed to asbestos at Avondale Shipyards while working on the Zapata rig.<sup>26</sup> Mr. Ragusa testified

<sup>&</sup>lt;sup>20</sup>La. R.S. § 22:1269.

<sup>&</sup>lt;sup>21</sup>Exhibit 1, <u>Marriage Certificate of Maxine and Frank Ragusa</u>; Exhibit 2, <u>Birth Certificate of Valerie Ann Ragusa Primeaux</u>; Exhibit 3, <u>Birth Certificate of Stephanie Jean Ragusa Connors</u>.

<sup>&</sup>lt;sup>22</sup>Exhibit 47, Petition for Damages in Ragusa.

<sup>&</sup>lt;sup>23</sup>Exhibit 5, <u>Deposition of Gerard Baril (02/28/2023)</u> at pp. 33-35; Exhibit 6, <u>Declaration of Gerard Baril</u> at ¶3, and Declaration Exhibit A, Expert Report at pp. 16-17, 27-28, 33-34; Exhibit 7, <u>Deposition of Dr. Stephen Terry Kraus (02/23/2023)</u> at p. 74; Exhibit 8, <u>Affidavit of Dr. Stephen Terry Kraus</u> at ¶ 5, 9, 13 and Affidavit Exhibit A, Expert Report at 44, 48, 52; Exhibit 9, <u>Deposition of Dr. Rodney J. Landreneau (03/03/2023)</u> at pp. 51-52; Exhibit 10, <u>Death Certificate of Frank P. Ragusa, Jr.</u>

<sup>&</sup>lt;sup>24</sup>Exhibit 48, <u>Fourth Supplemental and Amending Complaint in *Ragusa*.
<sup>25</sup>Exhibit 4, <u>Deposition of Frank P. Ragusa, Jr. (09/28/2021)</u> at pp. 124-125.
<sup>26</sup>Exhibit 4, Deposition of Frank P. Ragusa, Jr. (09/28/2021) at p. 128.
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that he was required to go into the living quarters of the Zapata rig where Hopeman was cutting wallboards with skilsaws.<sup>27</sup> Mr. Ragusa testified that he was exposed to asbestos from Hopeman's cutting of wallboard on the Zapata rig.<sup>28</sup> Mr. Ragusa testified that Hopeman's cutting of the wallboard caused fibers to fly everywhere because there was no protection of any kind on Hopeman's skilsaws.<sup>29</sup> Mr. Ragusa testified that he was regularly around Hopeman's cutting of the wallboards for five days a week, and that he would work within five to ten feet of Hopeman.<sup>30</sup> As a result of his exposure to asbestos from Hopeman, Mr. Ragusa developed mesothelioma, from which he died.<sup>31</sup>

Janet Rivet and Kayla Rivet are the surviving spouse and child of Tommy Rivet.<sup>32</sup> Prior to his death from mesothelioma, Mr. Rivet filed suit in Louisiana seeking damages for his injuries caused by his exposure to asbestos from the work of his father and brothers at Avondale Shipyards in Louisiana.<sup>33</sup> As a result of his exposure to asbestos, Mr. Rivet developed mesothelioma from which he died in Louisiana.<sup>34</sup> Following Mr. Rivet's death, Janet Rivet and Kayla Rivet filed a First

<sup>&</sup>lt;sup>27</sup>Exhibit 4, Deposition of Frank P. Ragusa, Jr. (09/28/2021) at pp. 129-131.

<sup>&</sup>lt;sup>28</sup>Exhibit 4, Deposition of Frank P. Ragusa, Jr. (09/28/2021) at p. 30.

<sup>&</sup>lt;sup>29</sup>Exhibit 4, Deposition of Frank P. Ragusa, Jr. (09/28/2021) at p. 31.

<sup>&</sup>lt;sup>30</sup>Exhibit 4, Deposition of Frank P. Ragusa, Jr. (09/28/2021) at pp. 131-132, 139.

<sup>&</sup>lt;sup>31</sup>Exhibit 5, <u>Deposition of Gerard Baril (02/28/2023)</u> at pp. 33-35; Exhibit 6, <u>Declaration of Gerard Baril</u> at ¶3, and Declaration Exhibit A, Expert Report at pp. 16-17, 27-28, 33-34; Exhibit 7, <u>Deposition of Dr. Stephen Terry Kraus (02/23/2023)</u> at p. 74; Exhibit 8, <u>Affidavit of Dr. Stephen Terry Kraus</u> at ¶ 5, 9, 13 and Affidavit Exhibit A, Expert Report at 44, 48, 52; Exhibit 9, <u>Deposition of Dr. Rodney J. Landreneau (03/03/2023)</u> at pp. 51-52.; Exhibit 10, <u>Death Certificate of Frank P. Ragusa, Jr.</u>

<sup>&</sup>lt;sup>32</sup>Exhibit 11, <u>Marriage Certificate of Janet and Tommy Rivet</u>; Exhibit 12, <u>Birth Certificate of Kayla Rivet</u>.

<sup>&</sup>lt;sup>33</sup>Exhibit 49, Petition for Damages in *Rivet*.

<sup>&</sup>lt;sup>34</sup>Exhibit 17, <u>Deposition of Gerard Baril (09/15/2023)</u> at pp. 34-35, 68-69; Exhibit 18, <u>Deposition of Dr. Stephen Terry Kraus (09/20/2023)</u> at pp. 73-74; Exhibit 19, <u>Deposition of Dr.</u> <u>Rodney J. Landreneau (09/18/2023)</u> at pp. 44-45; Exhibit 20, <u>Death Certificate of Tommy Rivet</u>.

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Supplemental and Amending Complaint substituting themselves as Plaintiffs, and asserting any and all survival and wrongful death claims to which they are entitled.<sup>35</sup> The Rivet family's case is currently pending before the United States District Court for the Eastern District of Louisiana.

Tommy Rivet was exposed to asbestos while living with his father, Libby Rivet, Sr., and brothers, Lipton Rivet and Libby Rivet, Jr. Tommy Rivet testified that his father, Libby Rivet, Sr., worked at Avondale Shipyards, and that he lived with his father when his father worked at Avondale Shipyards.<sup>36</sup> According to Libby Rivet, Sr.'s Avondale Shipyards personnel records, he worked at Avondale Shipyards from May 18, 1942 to June 21, 1971.<sup>37</sup> Tommy testified that his brothers, Libby and Lipton, also worked at Avondale Shipyards, and that he shared a bedroom with his brother, Libby Jr., when Libby Jr. worked at Avondale Shipyards.<sup>38</sup>

Tommy Rivet testified that his father would come home from Avondale Shipyards covered in a white substance, and that his father would wear his dirty work clothes until he took a bath and went to bed.<sup>39</sup> Tommy testified that "[t]he washing machine was right on the side the living room," that the family's laundry was washed once or twice a day, and that he would be in the area when the laundry was being washed.<sup>40</sup> Furthermore, Tommy testified that before he started to go to school, he would stay with his mother and sister in the washroom when they did the laundry.<sup>41</sup> Tommy's sister, Brenda Rivet LeBlanc, testified that her father worked at Avondale Shipyards as a burner and

<sup>&</sup>lt;sup>35</sup>Exhibit 50, <u>First Supplemental and Amending Complaint in Rivet.</u>

<sup>&</sup>lt;sup>36</sup>Exhibit 13, Deposition of Tommy Rivet (08/22/2022) at pp. 13-14.

<sup>&</sup>lt;sup>37</sup>Exhibit 14, <u>Avondale Shipyards Personnel Records of Libby Rivet, Sr.</u>

<sup>&</sup>lt;sup>38</sup>Exhibit 13, Deposition of Tommy Rivet (08/22/2022) at pp.13-14.

<sup>&</sup>lt;sup>39</sup>Exhibit 13, Deposition of Tommy Rivet (08/22/2022) at pp. 14-15.

<sup>&</sup>lt;sup>40</sup>Exhibit 13, <u>Deposition of Tommy Rivet (08/22/2022)</u> at pp. 19-21.

<sup>&</sup>lt;sup>41</sup>Exhibit 13, <u>Deposition of Tommy Rivet (08/22/2022)</u> at pp. 139-140.

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a fitter, and that he worked on a lot of Navy ships.<sup>42</sup> Mrs. LeBlanc testified that her father came home with dirty work clothes, and that he would be covered in white dust from head to toe.<sup>43</sup> Furthermore, Mrs. LeBlanc testified that her brothers' work clothing from Avondale Shipyards would be dirty as well.<sup>44</sup> Mrs. LeBlanc testified that Tommy assisted with the laundry, and that even when he was not doing the laundry, he would be in the area.<sup>45</sup> Mrs. LeBlanc testified that they would shake out the laundry, and the clothing was always full of white dust.<sup>46</sup> Similarly, Tommy's brother, Libby Rivet, testified that Tommy would sometimes wash his work clothes,<sup>47</sup> and that Tommy would have washed his work clothes when he worked at Avondale Shipyards.<sup>48</sup>

Libby Rivet, Jr. confirmed that he worked at Avondale Shipyards, and testified that he worked around the workers installing wallboards at Avondale Shipyards.<sup>49</sup> Libby testified that the wallboard work was dusty, and that the dust from that work would get onto his clothes.<sup>50</sup> Libby also testified that he had to clean up after the workers installing wallboards in the living quarters, which created dust.<sup>51</sup> Libby testified that he would be dusty from head to toe after working at Avondale Shipyards.<sup>52</sup> Furthermore, Libby testified that he worked with his father at Avondale Shipyards.<sup>53</sup> Libby testified that he saw his father working in the engine rooms and living quarters at Avondale

<sup>&</sup>lt;sup>42</sup>Exhibit 15, Deposition of Brenda Rivet LeBlanc (4/21/23) at pp. 11, 38.

<sup>&</sup>lt;sup>43</sup>Exhibit 15, <u>Deposition of Brenda Rivet LeBlanc (4/21/23)</u> at pp. 11, 43.

<sup>&</sup>lt;sup>44</sup>Exhibit 15, <u>Deposition of Brenda Rivet LeBlanc (4/21/23)</u> at p. 22.

<sup>&</sup>lt;sup>45</sup>Exhibit 15, <u>Deposition of Brenda Rivet LeBlanc (4/21/23)</u> at pp. 40-42.

<sup>&</sup>lt;sup>46</sup>Exhibit 15, <u>Deposition of Brenda Rivet LeBlanc (4/21/23)</u> at pp. 21-22.

<sup>&</sup>lt;sup>47</sup>Exhibit 16, <u>Deposition of Libby Rivet (04/20/2023)</u> at p. 62.

<sup>&</sup>lt;sup>48</sup>Exhibit 16, <u>Deposition of Libby Rivet (04/20/2023)</u> at p. 69.

<sup>&</sup>lt;sup>49</sup>Exhibit 16, <u>Deposition of Libby Rivet (04/20/2023)</u> at pp. 13, 51-52.

<sup>&</sup>lt;sup>50</sup>Exhibit 16, <u>Deposition of Libby Rivet (04/20/2023)</u> at pp. 55-56.

<sup>&</sup>lt;sup>51</sup>Exhibit 16, <u>Deposition of Libby Rivet (04/20/2023)</u> at pp. 122-123.

<sup>&</sup>lt;sup>52</sup>Exhibit 16, <u>Deposition of Libby Rivet (04/20/2023)</u> at p. 122.

<sup>&</sup>lt;sup>53</sup>Exhibit 16, <u>Deposition of Libby Rivet (04/20/2023)</u> at p. 71.

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Shipyards, and that his father would have been exposed to the same materials as he was when he worked at Avondale Shipyards.<sup>54</sup> Libby testified that his father would be dusty from head to toe after working at Avondale Shipyards.<sup>55</sup> Libby also testified that he saw his brother Lipton working at Avondale Shipyards.<sup>56</sup> As a result of his exposure to asbestos from Hopeman, Tommy Rivet developed mesothelioma, from which he died.<sup>57</sup>

Erica Dandry Constanza and Monica Dandry Hallner are the surviving children of Michael Dandry, Jr.<sup>58</sup> According to Mr. Dandry's Avondale Shipyards personnel records, he worked at Avondale Shipyards from June 1, 1971 to August 15, 1971 as an outside machinist helper.<sup>59</sup> As a result of exposures to asbestos from Hopeman at Avondale Shipyards in Louisiana, Michael Dandry, Jr. developed mesothelioma from which he died in Louisiana.<sup>60</sup> Following Mr. Dandry's death, Erica Dandry Constanza and Monica Dandry Hallner filed suit in Louisiana seeking damages for Mr. Dandry's development and death from mesothelioma caused by his exposure to asbestos while employed at Avondale Shipyards in Louisiana.<sup>61</sup> The *Constanza* case is currently pending before the United States District Court for the Eastern District of Louisiana.

<sup>&</sup>lt;sup>54</sup>Exhibit 16, Deposition of Libby Rivet (04/20/2023) at pp. 115-117.

<sup>&</sup>lt;sup>55</sup>Exhibit 16, Deposition of Libby Rivet (04/20/2023) at p. 122.

<sup>&</sup>lt;sup>56</sup>Exhibit 16, <u>Deposition of Libby Rivet (04/20/2023)</u> at p. 94.

<sup>&</sup>lt;sup>57</sup>Exhibit 17, <u>Deposition of Gerard Baril (09/15/2023)</u> at pp. 34-35, 68-69; Exhibit 18, <u>Deposition of Dr. Stephen Terry Kraus (09/20/2023)</u> at pp. 73-74; Exhibit 19, <u>Deposition of Dr.</u> Rodney J. Landreneau (09/18/2023) at pp. 44-45; Exhibit 20, Death Certificate of Tommy Rivet.

<sup>&</sup>lt;sup>58</sup>Exhibit 21, <u>Birth Certificate of Erica Dandry Constanza</u>; Exhibit 22, <u>Birth Certificate of Monica Dandry Hallner</u>.

<sup>&</sup>lt;sup>59</sup>Exhibit 23, Avondale Shipyards Personnel Records of Michael Dandry, Jr.

<sup>&</sup>lt;sup>60</sup>Exhibit 32, <u>Death Certificate of Michael Dandry</u>, Jr.; Exhibit 51, <u>Petition for Damages</u> <u>in Constanza</u>.

<sup>&</sup>lt;sup>61</sup>Exhibit 51, Petition for Damages in Constanza.

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Avondale Shipyards' corporate representative Danny Joyce testified that by the early 1960s Avondale Shipyards' employees no longer installed asbestos-containing wallboards, and that Hopeman performed this work for Avondale Shipyards instead.<sup>62</sup> Bertram Hopeman testified that between 1964 and 1977, the wallboards Hopeman was using at Avondale Shipyards were a composite of both Micarta and Marinite.<sup>63</sup> Mr. Hopeman testified that Micarta was manufactured by Westinghouse.<sup>64</sup> Westinghouse's David Baldwin testified that Westinghouse produced a decorative laminate called Micarta, which contained a fibrous component made of asbestos.<sup>65</sup> Mr. Baldwin further testified that US Plywood, a buyer of Micarta, would resell Micarta to Hopeman.<sup>66</sup> Gary Jenkins, who worked at Avondale Shipyards from 1967 to 2004 and was responsible for monitoring Hopeman's work, testified that Hopeman cut and installed Micarta wallboards at Avondale Shipyards, and that the cutting of the wallboard was a dusty process.<sup>67</sup> Various Hopeman employees have testified that Hopeman would cut asbestos-containing wallboards while working side by side with Avondale employees.<sup>68</sup> William Booth testified that he cut wallboards for Hopeman using a regular Skil-saw, that the cutting of the boards would release a powder into the air, and this was a very dusty process.<sup>69</sup> Mr. Booth testified that Hopeman employees would cut the wallboards

<sup>&</sup>lt;sup>62</sup>Exhibit 24, <u>Corporate Deposition of Huntington Ingalls (through Danny Joyce)</u> (8/24/23) at pp. 194-196.

<sup>&</sup>lt;sup>63</sup>Exhibit 25, <u>Deposition of Bertram Hopeman (9/22/14)</u> at pp. 41, 56.

<sup>&</sup>lt;sup>64</sup>Exhibit 25, Deposition of Bertram Hopeman (9/22/14) at p. 100.

<sup>&</sup>lt;sup>65</sup>Exhibit 26, Deposition of David Baldwin (09/06/90) at pp. 12-14.

<sup>&</sup>lt;sup>66</sup>Exhibit 26, Deposition of David Baldwin (09/06/90) at p. 46.

<sup>&</sup>lt;sup>67</sup>Exhibit 27, Deposition of Gary Jenkins (08/10/11) at pp. 13, 31-32, 34, 95.

<sup>&</sup>lt;sup>68</sup>Exhibit 28, <u>Deposition of Kenneth Wood (10/22/91)</u> at p. 72; Exhibit 29, <u>Deposition of Morgan Joseph Bourgeois (11/01/91)</u> at pp. 34-36; Exhibit 30, <u>Deposition of Bertram Hopeman (4/22/92)</u> at pp. 15, 66, 131.

<sup>&</sup>lt;sup>69</sup>Exhibit 31, <u>Deposition of William Booth (08/31/94)</u> at pp. 28-29, 44-46.

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aboard vessels, wherever they happened to be working, and that there were no dust control measures used.<sup>70</sup>

## B. <u>Payments By Liberty to the Creditors in the Louisiana Direct Action Lawsuits</u> <u>Cannot Deplete the Policies Because The Aggregate Limits in the Liberty</u> <u>Mutual CGL Policies Do Not Apply to the Claims of Creditors Herein</u>

Hopeman has already admitted that Liberty Mutual issued primary-layer insurance policies providing asbestos-related liability insurance to Hopeman from 1937 through 1984.<sup>71</sup> A review of the general liability policies Liberty Mutual issued to Hopeman show that the aggregate limits in the policies only applied to "products claims" or "completed operations", not to claims for exposures sustained from Hopeman's contracting activities (i.e. operations claims). Because the claims by the Creditors herein are operations claims and not products claims or completed operations claims, there is no risk for any of the claims to deplete the policies even if Hopeman did still have rights under the policies. As set forth above, the exposures occurred during Hopeman's contracting activities while Hopeman was handling the asbestos products. Thus, they are operations claims.

This is in line with Courts interpreting these sort of policies. In *Am. Employers. v. Eagle, Inc.*, the U.S. Fifth Circuit interpreting similar CGL policies acknowledged that the "products hazard" and "completed operations" claims which arise from exposure after the operations have been completed are subject to aggregate limits while the other operations or contracting claims arising from exposure during the insured's active handling of the asbestos products are not subject to aggregate limits.<sup>72</sup> Similarly, the U.S. Fourth Circuit recognized when examining similar policy

<sup>&</sup>lt;sup>70</sup>Exhibit 31, <u>Deposition of William Booth (08/31/94)</u> at pp. 44-46.

<sup>&</sup>lt;sup>71</sup>BR Doc. 8 at p. 11.

<sup>&</sup>lt;sup>72</sup>*Am. Employers. v. Eagle, Inc.*, 122 Fed.Appx. 700, 701-702 (5<sup>th</sup> Cir. 2004)k; *See also Travelers v. McDermott Inc.*, 2003 U.S. Dist. LEXIS 15339, \*5-6 (E.D. La. 2004)

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language, while "completed operations claims" and "products hazards claims" may be subject to the aggregate limits, there are no aggregate limits as it applies to "operations claims" which are claims of exposures occurring during the insureds ongoing activities.<sup>73</sup> The type of claims that fall within the "completed operations" hazard are those claims for bodily injury where the claimant was injured by asbestos attributable to an operation that the insured completed prior to the start of the policy period.<sup>74</sup> The Louisiana Supreme Court has made clear that under Louisiana law the bodily injury which triggers coverage is the exposure to the harmful substances causing injury.<sup>75</sup> Thus, as set forth above, the bodily injury to Creditors's decedents resulted from exposures sustained through Hopeman's contracting activities involving the cutting and installation of asbestos products, which exposures occurred during its operations during the policy period as opposed to occurring after the operations were completed.

For example, Liberty CGL Policy No. Lgl-121-010461-189R, which provided coverage from **January 1, 1969 to January, 1970** provides that Liberty Mutual shall "pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of Coverage A. bodily injury or Coverage B. property damage to which this policy applies, caused by an occurrence...."<sup>76</sup> The limits of liability section applicable to Coverage A provides that "the total liability of the company for all damages because (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the

<sup>&</sup>lt;sup>73</sup>General Ins. Co. of Am. v. United States Fire Ins. Co., 886 F.3d 346, 350 (4<sup>th</sup> Cir. 2018) <sup>74</sup>General Ins. Co. of Am. v. United States Fire Ins. Co., 886 F.3d 346, 350 (4<sup>th</sup> Cir. 2018) (citing Wallace & Gale, 385 F.3d 820 (4<sup>th</sup> Cir. 2004)).

<sup>&</sup>lt;sup>75</sup>*Cole v. Celotex*, 599 So.2d 1058, 1072 (La. 1992). <sup>76</sup>Exhibit 37, Policy No. LGI-l2I-010461-189R at pp. 1, 35.

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limit of bodily injury liability stated in the declarations as 'aggregate'."<sup>77</sup> Products hazard is defined as bodily injury "arising out of the named insured's products" but only if the bodily injury occurs "after physical possession of such products has been relinquished to others."<sup>78</sup> Also, the completed operations hazard is defined as bodily injury "arising out of operations...but only if the bodily injury...occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured."<sup>79</sup> Thus, the aggregate limits set forth in Policy No. LGI-121-010461-189R do not apply to the sort of operations by which Hopeman exposed the Creditors' decedents because the exposures occurred at the time Hopeman was performing its contracting activities and handling the products as opposed to exposures that occurred after Hopeman's work was completed. Creditors have attached to this opposition general liability policies issued by Liberty Mutual to Hopeman providing coverage from January 1, 1965 through January 1, 1978, which similarly provided that the aggregate limits of those policies do not apply to the sort of operations by which Hopeman exposed the Creditors' decedents to asbestos.<sup>80</sup> These policies were

<sup>&</sup>lt;sup>77</sup>Exhibit 37, <u>Policy No. LGl-l2l-0l0461-189R</u> at p. 36.

<sup>&</sup>lt;sup>78</sup>Exhibit 37, Policy No. LGI-l21-010461-189R at p. 37.

<sup>&</sup>lt;sup>79</sup>Exhibit 37, <u>Policy No. LGl-l2l-010461-189R</u> at p. 37.

<sup>&</sup>lt;sup>80</sup>Exhibit 33, <u>Policy No. LPI- 121-010461-185R</u> at pp. 1, 3, 7; Exhibit 34, <u>Policy No.</u> <u>LP1-121-010461-186R</u> at pp. 1, 3, 7; Exhibit 35, <u>Policy No. LG1-121-010461-187R</u> at pp. 1-3, 7; Exhibit 36, <u>Policy No. Lgl-121-010461-188R</u> at pp. 1-3, 7; Exhibit 37, <u>Policy No. Lgl-121-010461-188R</u> at pp. 1, 35-37; Exhibit 38, <u>Policy No. Lgl-121-010461-180R</u> at pp. 1, 41-42; Exhibit 39, <u>Policy No. Lgl-121-010461-181R</u> at pp. 1, 38-40; Exhibit 40, <u>Policy No. Lgl-121-010461-182R</u> at pp. 1, 32-34; Exhibit 41, <u>Policy No. Lgl-121-010461-183R</u> at pp. 1, 35-37; Exhibit 42, <u>Policy No. Lgl-121-010461-184R</u> at pp. 1, 45-47; Exhibit 43, <u>Policy No. Lgl-121-010461-185R</u> at pp. 1, 38-40; Exhibit 44, <u>Policy No. Lgl-121-010461-186R</u> at pp. 1, 40-42; Exhibit 45, <u>Policy No. Lgl-121-010461-187R</u> at pp. 1, 30-32.

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produced by Hopeman in response to a subpoena issued to it in a previous asbestos case, and were authenticated by Hopeman's National Counsel.<sup>81</sup>

Not surprisingly, Hopeman's motion is silent as to the actual language of the Liberty Mutual CGL policies and offers no support for an argument that Louisiana direct action claims could reduce the bankruptcy estate of Hopeman. Because the aggregate limits in Liberty Mutual's policies do not apply to the sort of claims at issue in the Louisiana direct action suits of Claimants herein, the Liberty Mutual CGL policies cannot be depleted by the Creditors' direct action claims, and such direct action claims against Liberty Mutual will not reduce Hopeman's estate to the detriment of any other creditor.

## III. Louisiana Claimants Have a Right to Pursue Direct Action Claims Against Non-Debtor Insurers

## A. <u>Louisiana's Direct Action Statute permits Louisiana tort victims to pursue</u> <u>direct action claims against insurers of insureds that have filed for bankruptcy</u>.

Because Hopeman has filed for bankruptcy, Hopeman is under the protection of an automatic stay pursuant to 11 U.S.C. § 362, and the Creditors may not pursue their claims against Hopeman at this time; however, Louisiana law grants the Creditors the right to pursue a direct action claim against Hopeman's primary liability insurer, Liberty Mutual, without even naming Hopeman as a Defendant. Hopeman has already admitted that Liberty Mutual issued primary-layer insurance policies providing asbestos-related liability insurance to Hopeman from 1937 through 1984.<sup>82</sup>

<sup>&</sup>lt;sup>81</sup>Exhibit 46, <u>August 9, 2011 Letter Forwarding Hopeman's Response to Notice of 1442</u> <u>Deposition and Subpoena Duces Tecum</u>.

<sup>&</sup>lt;sup>82</sup>BR Doc. 8 at p. 11.

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The U.S. Supreme Court has recognized that pursuant to Louisiana law the direct action statute creates "a separate and distinct cause of action against the insurer which an injured party may elect in lieu of his action against the tortfeasor."<sup>83</sup> Furthermore, the U.S. Fourth Circuit has likewise recognized that under Louisiana's direct action statute "a plaintiff may sue a tortfeasor's liability insurer without joining the tortfeasor as a defendant and establish both the insured's liability and the insurer's obligation in a single suit. See La. Stat. Ann. § 22:1269(B)...."<sup>84</sup> The Fourth Circuit noted that "the 'key feature' of a direct action is 'the plaintiff's ability to skip suing the [tortfeasor] and sue directly his insurance carrier."<sup>85</sup> Additionally, the U.S. Fifth Circuit has explained that:

The Louisiana Direct Action Statute explicitly states that when an insured is in bankruptcy, an injured person or his survivors may bring an action directly against the insurer without joining the insured. La. Rev. Stat. § 22:1269(B)(1) (Supp. 2012). We have held a direct action claimant may assert waiver even where the insured is not a party to the litigation and has received a discharge in bankruptcy. *Duffy*, 47 F.3d at 149-50; *F.D.I.C. v. Duffy*, 835 F. Supp. 307, 308, n.1 (E.D. La. 1993), affd, 47 F.3d 146 (5th Cir. 1995) ("Duffy received a discharge in bankruptcy, which relieved him of any potential liability . . . . Hence the sole defendant remaining in this proceeding is Duffy's alleged insurer").<sup>86</sup>

The Fifth Circuit also explained that "The purpose of Louisiana's Direct Action statute is to safeguard the rights of injured persons," and that it "creates a 'contractual relationship which inures

<sup>&</sup>lt;sup>83</sup>Lumbermen's Mut. Cas. Co. v. Elbert, 348 U.S. 48, 51, 75 S.Ct. 151, 153-54, 99 L.Ed. 59, 63 (1954) (citing West v. Monroe Bakery, 217 La. 189, 46 So. 2d 122; Jackson v. State Farm Mut. Automobile Ins. Co., 211 La. 19, 29 So. 2d 177)).

<sup>&</sup>lt;sup>84</sup>Gateway Residences at Exch., LLC v. Ill. Union Ins. Co., 917 F.3d 269, 272 (4th Cir. 2019).

<sup>&</sup>lt;sup>85</sup>*Id.* at 273 (quoting Kong v. Allied Prof'l Ins. Co., 750 F.3d 1295, 1300, 1300-01 (11th Cir. 2014)).

<sup>&</sup>lt;sup>86</sup>Sosebee v. Steadfast Ins. Co., 701 F.3d 1012, 1021 (5th Cir. 2012).

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to the benefit of any and every person who might be negligently injured by the insured as completely as if such injured person had been specifically named in the policy.<sup>3787</sup>

The Southern District of New York has stated "in Louisiana, tort plaintiffs such as Bowman 'have a substantive right of action against the insurer of [a] debtor [such as AFS], and there is no necessity of naming, or attempting to recover against . . . the debtor....'"<sup>88</sup>

Also, the Bankruptcy Court for the Middle District of Louisiana has stated "The substantive law of the state of Louisiana law grants persons a right of direct action against the insurers of an alleged tortfeasor, without the necessity of first bringing an action against the insured or even making the insured a party to the lawsuit."<sup>89</sup>

Louisiana's Supreme Court has held that the direct action statute created "substantive rights on third parties to contracts of public liability insurance, which become vested at the moment of the accident in which they are injured"<sup>90</sup>:

An analysis of our jurisprudence considered by the Appellate Court in reaching its conclusion discloses that with two exceptions Act 55 of 1930 has been treated consistently as conferring substantive rights on third parties to contracts of public liability insurance, which become vested at the moment of the accident in which they are injured, subject only to such defenses as the tort-feasor himself may legally interpose. The facts in each case may be different, but save for *Howard v. Rowan*, La.App., 154 So. 382, and *State Farm Mutual Automobile Insurance Company v.* 

<sup>&</sup>lt;sup>87</sup>*Id.* (citing *FDIC v. Duffy*, 47 F.3d 146, 150 (5<sup>th</sup> Cir. 1995) (quoting *Shockley v. Sallows*, 615 F.2d 233, 238 (5th Cir. 1980))).

<sup>&</sup>lt;sup>88</sup>*ACE Am. Ins. Co. v. Bank of the Ozarks*, 2014 U.S. Dist. LEXIS 140541, at \*41-42 (S.D.N.Y. Sep. 30, 2014) (quoting *Landry v. Exxon Pipeline Co.*, 260 B.R. 769, 795 (Bankr. M.D. La. 2001)).

<sup>&</sup>lt;sup>89</sup>Landry v. Exxon Pipeline Co. Mendoza Marine, Inc., 260 B.R. 769, 778 (Bankr. M.D. La. 2001).

<sup>&</sup>lt;sup>90</sup>West v. Monroe Bakery, Inc., 217 La. 189, 191, 46 So.2d 122, 123 (1950).

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*Grimmer, D.C.,* 47 F.Supp. 458, the result has been the same -- the upholding of the statutorily granted right against the insurer...<sup>91</sup>

Furthermore, Louisiana's Supreme Court has stated that "[t]he Direct Action Statute 'was enacted

to give special rights to tort victims, not to insureds with contract claims against a defendant.""<sup>92</sup> The

Louisiana Supreme Court has held that a direct action against an insurer is distinct from the an action

against an insured such that the defenses available to the insurer may be different than those

available to the insured:

The direct action statute provides that the insurer is solidarily liable with its insured. La. R.S. 22:655B(1). Thus, Louisiana Civil Code article 1801 determines which defenses are available to the insurer:

A solidary obligor may raise against the obligee defenses that arise from the nature of the obligation, or that are personal to him, or that are common to all the solidary obligors. He may not raise a defense that is personal to another solidary obligor.<sup>93</sup>

. . . .

In determining which defenses are personal and thus cannot be raised by the insurer, Louisiana courts distinguish a cause of action from a right of action. Personal defenses bar "a right of action where a cause of action would otherwise have existed." *Liberty Mutual Ins. Co. v. State Farm Mutual Automobile Ins, Co.*, 579 So. 2d 1090, 1093 [\*\*10] (La. App. 4th Cir.) (emphasis in original), writ denied, 586 So. 2d 563 (La. 1991).<sup>94</sup>

 $^{91}$ *Id*.

<sup>&</sup>lt;sup>92</sup>Green v. Auto Club Grp. Ins. Co., 08-2868 (La. 10/28/09); 24 So. 3d 182, 184 (quoting Cacamo v. Liberty Mutual Ins. Co., 99-3479 (La. 6/30/00), 764 So. 2d 41, 43).

<sup>&</sup>lt;sup>93</sup>Descant v. Adm'rs of the Tulane Educ. Fund, 93-3098 (La. 07/05/94); 639 So.2d 246, 249-50.

<sup>&</sup>lt;sup>94</sup>*Id.* at 250.

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The differentiation in Louisiana law between direct action claims against an insurer and

claims against an insured has also been recognized by the U.S. Supreme Court, which has explained

that:

[T]he Louisiana courts have differentiated between actions brought by an injured party against the insurer alone and those brought against either the tortfeasor alone or together with the insurer. In the former action, the insurer is foreclosed from asserting defenses such as coverture, normally available to the tortfeasor. *Edwards v. Royalty Indemnity Co.*, 182 La. 171, 161 So. 191. Similarly, the insurer is severely restricted in advancing technical defenses based upon the terms of the policy, such as a failure of notice, when the injured party brings a direct action. *Jackson v. State Farm Mut. Automobile Ins. Co.*, 211 La. 19, 29 So. 2d 177. While either type of action encompasses proof of the tortfeasor's negligence, in the separate suit against the insurer a plaintiff must also establish liability under the policy. The Louisiana courts have characterized the statute as creating a separate and distinct cause of action against the insurer which an injured party may elect in lieu of his action against the tortfeasor. *West v. Monroe Bakery*, 217 La. 189, 46 So. 2d 122; *Jackson v. State Farm Mut. Automobile Ins. Co., supra*.<sup>95</sup>

Furthermore, the U.S. Supreme Court held that an insured is not an indispensable party in

a direct action claim under Louisiana law because Louisiana "has created an optional right to proceed

directly against the insurer" and that "a complete disposition of the entire claim may be made in this

one action, without injustice to any of the participants"<sup>96</sup> In Lumbermen's Mut. Cas. Co. v. Elbert,

the U.S. Supreme Court stated:

Petitioner next asserts that the tortfeasor is an indispensable party to this litigation, and that failure to join her as a defendant deprives the federal court of jurisdiction. Clearly under the Louisiana statute and practice the argument has no merit. And the circumstances which have led the federal courts to findings of indispensability are not present here. In *Shields v. Barrow*, 17 How. 130, 139, indispensable parties were defined as "Persons who not only have an interest in the controversy, but an interest of such a nature that a final decree cannot be made without either affecting that

<sup>&</sup>lt;sup>95</sup>Lumbermen's Mut. Cas. Co. v. Elbert, 348 U.S. 48, 51, 75 S.Ct. 151, 153-54, 99 L.Ed. 59, 63 (1954).

<sup>&</sup>lt;sup>96</sup>Lumbermen's Mut. Cas. Co. v. Elbert, 348 U.S. 48, 51-52, 75 S.Ct. 151, 154, 99 L.Ed. 59, 64 (1954).

interest, or leaving the controversy in such a condition that its final termination may be wholly inconsistent with equity and good conscience." The tortfeasor in a Louisiana direct action against the insurer is not such a person. The state has created an optional right to proceed directly against the insurer; by bringing the action against petitioner, respondent has apparently abandoned her action against the tortfeasor. See *Miller v. Commercial Standard Ins. Co.*, 199 La. 515, 526, 6 So. 2d 646, 649. Thus a complete disposition of the entire claim may be made in this one action, without injustice to any of the participants.<sup>97</sup>

## B. <u>Federal and State Courts Interpreting Louisiana's Direct Action Statute Have</u> <u>Held that Direct Action Claims against the Insurer of a Bankrupt Insured Do</u> Not Violate the Automatic Stay

In Landry v. Exxon Pipeline Co. Mendoza Marine, Inc., the Bankruptcy Court for the Middle

District of Louisiana considered whether direct action claims under the Louisiana direct action statute should be stayed pursuant to 11 U.S.C. § 362(a)(1) and 362(a)(3)–the same provisions relied upon by Hopeman–and held that those sections do not apply to Louisiana direct action claims.<sup>98</sup> Similarly, the Southern District of New York has stated that "the automatic stay provision in 11 U.S.C. § 362 does not apply to prevent direct actions against insurers of a debtor in "direct action states such as Louisiana," because in these circumstances the tort plaintiff is seeking to recover against the insurer and not against the debtor or its property."<sup>99</sup> The Bankruptcy Court for the Middle District of Louisiana has explained that:

The automatic stay prevents: the commencement or continuation of suits or proceedings to "recover a claim against the debtor;" the enforcement of a judgment against the debtor or property of the estate, and; any act to obtain possession or control over property of the estate. In most states outside Louisiana (the Court

 $<sup>^{97}</sup>$ *Id*.

<sup>&</sup>lt;sup>98</sup>Landry v. Exxon Pipeline Co. Mendoza Marine, Inc., 260 B.R. 769, 795 (Bankr. M.D. La. 2001).

<sup>&</sup>lt;sup>99</sup>ACE Am. Ins. Co. v. Bank of the Ozarks, 2014 U.S. Dist. LEXIS 140541, at \*41-42 (S.D.N.Y. Sep. 30, 2014) (citing Landry v. Exxon Pipeline Co. Mendoza Marine, Inc., 260 B.R. 769 (Bankr. M.D. La. 2001).

believes) where a suit to recover insurance funds has not been canceled, or, if commenced, has not been reduced to judgment, the plaintiff, because the debtor must be a named party in the action or must be cast in judgment before an action will lie, will be stayed from commencing or proceeding with a suit that (ultimately) seeks a judgment that can be enforced against the insurance company. Even if the debtor is named only nominally, such suits are stayed under 11 U.S.C. § 362(a)(1) because that provision prevents the continuation or commencement, of suit to recover on a claim against the debtor. Such a suit would seek to impose liability against the debtor, and thus, be an attempt to recover a claim against the debtor. Because the debtor necessarily must be a party, the suit is stayed. So, within states where there is a requirement that the debtor/insured be a party to the action, the action, because of the express terminology of § 362(a)(1) and (2) will be stayed by the commencement of the bankruptcy case.

In Louisiana, however, tort victims have a substantive right of action against the insurer of the debtor, and there is no necessity of naming, or attempting to recover against, if even nominally, the debtor. 11 U.S.C. § 362(a)(1) does not seem to apply.<sup>100</sup>

While Hopeman has not offered argument under 11 U.S.C. § 362(a)(2), in Landry the Court

held that 11 U.S.C. § 362(a)(2) also did not apply because funds payable to direct action plaintiffs

would not be property of the estate:

the policy's status as property of the estate is somewhat misleading. As discussed, the debtor's rights and equitable interests under the policy are property of the estate. A tort plaintiff is not suing to enforce the debtor's policy rights, a tort plaintiff wishes to enforce the judgment against the proceeds of that policy, in other words, funds payable by the insurer on account of the insurer's contractual assumption of liability via its insurance policy with the debtor. Such funds are not property of the estate, and thus, 11 U.S.C. § 362(a)(2) would not apply.<sup>101</sup>

The Court further held that the:

same rationale extends to acts aimed at possession or control of property of the estate under 11 U.S.C. § 362(a)(3). A tort plaintiff is not trying to possess the debtor's policy rights, nor is the tort plaintiff attempting to control the debtor's policy

<sup>&</sup>lt;sup>100</sup>Landry v. Exxon Pipeline Co. Mendoza Marine, Inc., 260 B.R. 769, 795 (Bankr. M.D. La. 2001) (emphasis added).

 $<sup>^{101}</sup>Id.$ 

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rights. By virtue of its substantive right of action against the insurer, the tort plaintiff is merely seeking to recover that which is not property of the estate.<sup>102</sup>

The U.S. Fifth Circuit has stated that "[t]he plain language of the statute evinces Louisiana's intent for the insolvency of the insured not to "release the insurer from the payment of damages" to injured parties" and that the statute "is crafted to protect Louisiana's vital interest in liability insurance that covers injuries to people in the state."<sup>103</sup> Of note, the U.S. Supreme Court has held that even where an insurance contract expressly prohibited direct actions before a determination of the insured's liability, Louisiana's interest in protecting injured parties under its direct action statute overrode another State's interest in enforcing its contract rules.<sup>104</sup> The U.S. Supreme Court explained that:

Louisiana's direct action statute is not a mere intermeddling in affairs beyond her boundaries which are no concern of hers. Persons injured or killed in Louisiana are most likely to be Louisiana residents, and even if not, Louisiana may have to care for them. Serious injuries may require treatment in Louisiana homes or hospitals by Louisiana doctors. The injured may be destitute. They may be compelled to call upon friends, relatives, or the public for help. Louisiana has manifested its natural interest in the injured by providing remedies for recovery of damages. It has a similar interest in policies of insurance which are designed to assure ultimate payment of such damages. Moreover, Louisiana courts in most instances provide the most convenient forum for trial of these cases.<sup>105</sup>

Louisiana courts interpreting Louisiana's direct action statute have also held that an

automatic stay under 11 U.S.C. § 362 in favor of an insured does not stay claims against the insurer:

 $^{102}Id.$ 

<sup>103</sup>Sosebee v. Steadfast Ins. Co., 701 F.3d 1012, 1022 (5th Cir. 2012) (citing Watson v. Emp'rs Liab. Assur. Corp., 348 U.S. 66, 73, 75 S. Ct. 166, 99 L. Ed. 74 (1954)).

<sup>&</sup>lt;sup>104</sup>Watson v. Emp'rs Liab. Assur. Corp., 348 U.S. 66, 72-73, 75 S. Ct. 166, 99 L. Ed. 74 (1954)); see also Sosebee v. Steadfast Ins. Co., 701 F.3d 1012, 1022 (5th Cir. 2012).

<sup>&</sup>lt;sup>105</sup>Watson v. Emp'rs Liab. Assurance Corp., 348 U.S. 66, 72, 75 S.Ct. 166, 170, 99 L.Ed. 74, 82 (1954).

Defendant argues that the trial court erred in denying the defendant's motion for a stay of proceedings, since actions against its insured were automatically stayed pursuant to the Bankruptcy Code, 11 U.S.C.A. § 362(a). Defendant alleges the stay should have applied to it also because its liability under the endorsement is that of a surety.

The protection of the automatic stay provision of § 362(a) does not apply to co-debtors. *Wedgeworth v. Fibreboard Corp.*, 706 F.2d 541 (5th Cir. 1983). The obligation of a surety toward a creditor is to pay him if the debtor does not satisfy the debt. La.Civ. Code art. 3045. A surety may not assert exceptions which are personal to the debtor. La.Civ. Code art. 3060. Bankruptcy is a "personal defense" within the meaning of art. 3060; therefore, the surety is prohibited from opposing the creditor by use of this exception. *Simmons v. Clark*, 64 So.2d 520 (La.App. 1st Cir. 1953).

The Louisiana Statute, LSA-R.S. 22:655, giving a plaintiff the right of direct action against an insurer, applies even if proceedings have been stayed against the insured because of bankruptcy. 706 F.2d at 547.<sup>106</sup>

Louisiana creditors may pursue claims against the insurers of bankrupt entities because

Louisiana law grants injured parties a substantive right to sue the insurance company on a

tortfeasors' insurance policy as a third party beneficiary to the insurance contract.<sup>107</sup> Furthermore,

for exposures occurring prior to 1989, Louisiana creditors have an unqualified right to pursue claims

against insurers without having to fit their claims within the enumerated reasons set forth in La. R.S.

<sup>&</sup>lt;sup>106</sup>Aaron v. Bankers & Shippers Ins. Co., 475 So.2d 379, 381-82 (La. App. 1 Cir. 1985).
<sup>107</sup>West v. Monroe Bakery, Inc., 217 La. 189, 46 So.2d 122 (1950); Leviere v. Williams,
2002-1816 (La.App. 4 Cir. 1/17/03), 844 So.2d 32, 36, writ denied, 2003-1149 (La. 6/20/03), 847
So.2d 1236 ("The court noted that although Carver was not an insurer liable to the plaintiff under
R.S. 22:655, 'it did undertake an obligation for the benefit of third parties like plaintiff, La. C.C. art. 1890, 4 and plaintiff therefore had a right of action....' Id. at 721. Thus, the law of this circuit supports a cause of action to enforce insurance contracts by third party beneficiaries to those contracts. La. R.S. 22:655 establishes that an injured party is a third party beneficiary to an insurance policy. The plaintiff therefore has a right of action against Progressive and may proceed against Progressive...").

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22:1269.<sup>108</sup> Under Louisiana law "[o]nce a party's cause of action accrues, it becomes a vested property right that may not be constitutionally divested."<sup>109</sup>

## IV. Hopeman Has Failed to Meet Its Burden of Proof that the Stay Should Be Extended to Non-Debtor Insurers Under Section 362(a)(1), 362(a)(3), or 11 U.S.C. § 105(a)

Hopeman is seeking a final order staying parties from prosecuting asbestos-related actions against non-debtor insurers or from commencing new actions or proceedings against these insurers pursuant to 11 U.S.C. § 362(a)(1), 11 U.S.C. § 362(a)(3), and/or 11 U.S.C. § 105(a).<sup>110</sup> Hopeman has failed to meet its burden to show that the automatic stay should be extended under 11 U.S.C. § 362(a)(1), 11 U.S.C. § 362(a)(3), or 11 U.S.C. § 105(a) as to the Louisiana direct action claims, especially those claims against Hopeman's primary liability insurer, Liberty Mutual, and the automatic stay should not be extended to apply to the direct action claims against Liberty Mutual.

## A. <u>Hopeman Has Failed to Meet Its Burden of Proof that the Stay Should Be</u> <u>Extended Under Section 362(a)(1) or 362(a)(3)</u>

"Extending the automatic stay or issuing an injunction for non-debtors contravenes a basic and compelling principle of federal bankruptcy law"<sup>111</sup>, and "[t]he burden of proof to show that the automatic stay is applicable to a non-debtor is on the party invoking the stay."<sup>112</sup> As stated by the

<sup>&</sup>lt;sup>108</sup>Marchand v. Asbestos Defendants, 10-1650 (La. App. 4 Cir. 7/21/10); 44 So.3d 355, 358; Foltmer v. James, 01-1510 (La. App. 4 Cir. 9/12/01); 799 So.2d 545, 548; Marcel v. Delta Shipbuilding Co., 10-168 (La. App. 4 Cir. 8/4/10); 45 So.3d 634.

<sup>&</sup>lt;sup>109</sup>*Austin v. Abney Mills*, 01-1598 (La. 9/4/02); 824 So.2d 1137, 1145 (citing *Cole v. Celotex*, 599 So.2d 1058, 1063 (La. 1992)).

<sup>&</sup>lt;sup>110</sup>BR Doc. 7 at pp. 1, 6-12.

<sup>&</sup>lt;sup>111</sup>In re Qimonda Ag, 482 B.R. 879, 895 (Bankr. E.D. Va. 2012) (quoting Vitro v. ACP Master, Ltd. (In re Vitro), 455 B.R. 571, 581 (Bankr. N.D. Tex. 2011)).

<sup>&</sup>lt;sup>112</sup>*In re Xenon Anesthesia of Tex., PLLC*, 510 B.R. 106, 111 (Bankr. S.D. Tex. 2014) (citing *Beran v. World Telemetry, Inc.*, 747 F. Supp. 2d 719, 723 (S.D. Tex. 2010) ("The party invoking the stay has the burden to show that it is applicable. See 2 William L. Norton, Jr., Norton Bankruptcy Law and Practice § 43:4 (3d ed. Supp. 2010) (noting that in bankruptcy court

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U.S. Fourth Circuit, "[s]ubsection (a)(1) is generally said to be available only to the debtor, not third party defendants or co-defendants."<sup>113</sup> Furthermore, the Fourth Circuit has explained that this is so because of the "plain wording of the statute itself"<sup>114</sup>:

It provides only for an automatic stay of any judicial proceeding "against the debtor." Section 362(a)(1). The words "applicable to all entities" denotes that the stay accorded the "debtor" is without limit or exception and that the "debtor" is protected from the pursuit of actions by any party of any character during the period of the stay. That insulation, however, belongs exclusively to the "debtor" in bankruptcy. It is to be noted also that of the remaining subsections of Section 362(a), namely 2, 5, 6, 7, and 8 (listing the kinds of proceedings stayed), specifically refer to "the debtor," and that subsections 3 and 4 refer to "the estate of the bankrupt."<sup>115</sup>

The Fourth Circuit noted that "[b]y way of comparison, Chapter 13 specifically authorizes the stay

of actions against co-debtors. 11 U.S.C. § 1301(a). No such shield is provided Chapter 11 co-debtors

by § 362(a)."116 The Fourth Circuit further noted that "[t]he legislative history of the Act further

supports the premise that the wording of the statute is clear and unambiguous and is not subject to

judicial interference for any purpose", and that "[t]he notes of the Committee of the Judiciary

recognize the debtor only as the beneficiary of the stay."<sup>117</sup> Similarly, in the Lynch case relied upon

by the Fourth Circuit in *Piccinin*, the U.S. Sixth Circuit explained that:

Nothing in the legislative history counsels that the automatic stay should be invoked in a manner which would advance the interests of some third party, such as the debtor's co-defendants, rather than the debtor or its creditors. This Court concurs with

proceedings, 'the party seeking to extend the stay will bear the burden to show that 'unusual circumstances' exist warranting such an extension of the stay to a nondebtor').

<sup>&</sup>lt;sup>113</sup>A.H. Robins Co. v. Piccinin, 788 F.2d 994, 999 (4th Cir. 1986) (citing Lynch v. Johns-Manville Sales Corp., 710 F.2d 1194, 1196-1197 (6th Cir. 1983); Williford v. Armstrong World Industries, Inc., 715 F.2d 124, 126-27 (4th Cir. 1983)).

<sup>&</sup>lt;sup>114</sup>*Williford v. Armstrong World Indus., Inc.,* 715 F.2d 124, 126 (4th Cir. 1983). <sup>115</sup>*Id.* <sup>116</sup>*Id.* at 127.

 $<sup>^{117}</sup>Id.$ 

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the district court's conclusion that "it would distort congressional purpose to hold that a third party solvent co-defendant should be shielded against his creditors by a device intended for the protection of the insolvent debtor" and creditors thereof.<sup>118</sup>

While the Fourth Circuit has held that there are limited cases where the stay may be applied to non-debtors entities, "there must be 'unusual circumstances' and certainly ''something more than the mere fact that one of the parties to the lawsuit has filed a Chapter 11 bankruptcy must be shown in order that proceedings be stayed against non-bankrupt parties.''<sup>119</sup>

# B. Hopeman has failed to establish that this case is one of the limited or unusual circumstances where a stay should be extended to a non-debtor insurer

Hopeman argues that there are such unusual circumstances in this case, because there is an identity of interest between itself and the Protected Parties such that 11 U.S.C. § 362(a)(1) applies.<sup>120</sup> Hopeman argues that because "[a]sbestos actions against the Protected Parties will deplete the Debtor's insurance coverage", and that "[a]s such, the asbestos-related actions are tantamount to claims against the Debtor itself – they will reduce the Debtor's estate to the detriment of all creditors."<sup>121</sup> Hopeman also argues that because asbestos-related actions against the Protected Parties will diminish assets of the Debtor's estate, they constitute an infringement of this Court's exclusive control over property of the estate, and thus such actions should be stayed pursuant to 11 U.S.C. § 362(a)(3).<sup>122</sup>

<sup>&</sup>lt;sup>118</sup>Lynch v. Johns-Manville Sales Corp., 710 F.2d 1194, 1197 (6th Cir. 1983) (citing In re Related Asbestos Cases, 23 B.R. 523, 527 (N.D. Cal. 1982); In re UNR Industries, Inc., 23 B.R.144 (Bankr. N.D. Ill. 1982); Ashworth v. Johns-Manville, et al., Nos. C78-470, C81-1545, C77-4088, C79-167 (N.D. Ohio Mar. 21, 1983) at 4).

<sup>&</sup>lt;sup>119</sup>*A.H. Robins Co. v. Piccinin*, 788 F.2d 994, 999 (4th Cir. 1986) (quoting *Johns-Manville Sales Corp.*, 26 Bankr. 405, 410 (S.D.N.Y. 1983)).

<sup>&</sup>lt;sup>120</sup>BR Doc. 7 at pp. 7-8.

<sup>&</sup>lt;sup>121</sup>BR Doc. 7 at pp. 8-9.

<sup>&</sup>lt;sup>122</sup>BR Doc. 7 at p. 12.

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However, these are only attorney arguments by Hopeman's counsel. Hopeman has not submitted any support for its position that allowing claims by Louisiana claimants against Liberty Mutual would infringe upon the Debtor's property or would deplete the Debtor's insurance coverage.

First, as noted in Section I, *supra*, Hopeman does not list any of the Liberty Mutual CGL policies as an asset of its estate.<sup>123</sup> Thus, the policies under which the Creditors are seeking to pursue direct action claims against Liberty Mutual are no longer even assets of the estate according to Hopeman's own filings in this case. Accordingly, there is no threat that the Louisiana claims would diminish estate property for this reason alone.

Second, the Creditors' direct action claims against Liberty Mutual pursuant to the CGL policies cannot reduce the estate to the detriment of all creditors. Hopeman simply argues that the direct action claims will reduce the estate without offering any support for such an argument. Any Louisiana direct action pursued against Liberty Mutual by the Creditors herein cannot deplete Hopeman's estate even if we assume that Hopeman still had rights under the Liberty Mutual CGL policies. As explained in more detail in Section II, *supra*, any future payments made by Liberty Mutual to Creditors pursuant to those CGL policies cannot diminish the policies. This is because the wording of the Liberty Mutual CGL policies makes clear that the aggregate limits identified in the Declarations of the policies do not apply to the claims of the Creditors herein. Accordingly, the Liberty Mutual policies cannot be depleted by the Creditors' direct action claims against Liberty Mutual, and such direct action claims against Liberty Mutual will not reduce Hopeman's estate to

<sup>&</sup>lt;sup>123</sup>BR Doc. 59 at pp. 22-23.

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the detriment of any other creditor. Thus, asbestos-related actions are not tantamount to claims against Hopeman. In fact, the direct actions claims will have no effect on Hopeman whatsoever.

Third, even if the Hopeman had not released its rights under the Liberty Mutual CGL policies, the proceeds of those policies would still not be assets of the estate.<sup>124</sup> The Bankruptcy Court for the District of South Carolina has noted that "most courts require, as a starting point, a debtor to have a direct interest in the proceeds in order for proceeds to qualify as property of the estate."<sup>125</sup> The U.S. Fifth Circuit has stated that the "overriding question" in determining whether the proceeds of an insurance policy constitute property of the estate is "whether the debtor would have a right to receive and keep those proceeds when the insurer paid on a claim."<sup>126</sup> The Fifth Circuit has explained that:

The overriding question when determining whether insurance proceeds are property of the estate is whether the debtor would have a right to receive and keep those proceeds when the insurer paid on a claim. When a payment by the insurer cannot inure to the debtor's pecuniary benefit, then that payment should neither enhance nor decrease the bankruptcy estate. In other words, when the debtor has no legally cognizable claim to the insurance proceeds, those proceeds are not property of the estate.<sup>127</sup>

<sup>&</sup>lt;sup>124</sup>Landry v. Exxon Pipeline Co. Mendoza Marine, Inc., 260 B.R. 769, 795 (Bankr. M.D. La. 2001) ("The policy's status as property of the estate is somewhat misleading. As discussed, the debtor's rights and equitable interests under the policy are property of the estate. A tort plaintiff is not suing to enforce the debtor's policy rights, a tort plaintiff wishes to enforce the judgment against the proceeds of that policy, in other words, funds payable by the insurer on account of the insurer's contractual assumption of liability via its insurance policy with the debtor. Such funds are not property of the estate...").

<sup>&</sup>lt;sup>125</sup>In re Beach First Nat'l Bancshares, Inc., 451 B.R. 406, 409 (Bankr. D.S.C. 2011) (citing In re CyberMedica, Inc., 280 B.R. 12, 16 (Bankr. D. Mass. 2002).

<sup>&</sup>lt;sup>126</sup>*In re Edgeworth*, 993 F.2d 51, 55–56 (5th Cir. 1993).

<sup>&</sup>lt;sup>127</sup>*In re Edgeworth*, 993 F.2d 51, 55–56 (5th Cir. 1993).

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The Fifth Circuit identified insurance policies whose proceeds are property of the estate as those including "casualty, collision, life, and fire insurance policies in which the debtor is a beneficiary."<sup>128</sup> The Fifth Circuit has further stated that "under the typical liability policy, the debtor will not have a cognizable interest in the proceeds of the policy."<sup>129</sup> The Bankruptcy Court for the Middle District of Louisiana has explained that:

In the liability insurance context the debtor has no cognizable claim to the proceeds paid by an insurer on account of a covered claim. The proceeds are paid to the victim of the insured's wrongful act. The insured debtor cannot ask the insurance company to pay him, or determine on its own how the proceeds of the policy should be distributed, nor can any creditor of the insured seize the proceeds in satisfaction of a claim not falling within the terms of the insurance contract.<sup>130</sup>

The Court held that 11 U.S.C. § 362(a)(3) does not apply to Louisiana direct action claims because: "A tort plaintiff is not trying to possess the debtor's policy rights, nor is the tort plaintiff attempting to control the debtor's policy rights. By virtue of its substantive right of action against the insurer, the tort plaintiff is merely seeking to recover that which is not property of the estate."<sup>131</sup>

Hopeman also argues that asbestos-related actions against the insurers are the exact same claims as, and are identical and co-extensive to, those claims that have been asserted or may be asserted against Hopeman, and that such claims are tantamount to claims against the Debtor. Hopeman's argument misconstrues the nature of the Creditors' direct action claims against Hopeman's insurers under Louisiana law. The U.S. Supreme Court has recognized that pursuant to Louisiana law the direct action statute creates "a separate and distinct cause of action against the

<sup>&</sup>lt;sup>128</sup>*Id.* at 56.

<sup>&</sup>lt;sup>129</sup>*Id*. at 56.

<sup>&</sup>lt;sup>130</sup>Landry v. Exxon Pipeline Co. Mendoza Marine, Inc., 260 B.R. 769, 786 (Bankr. M.D. La. 2001).

<sup>&</sup>lt;sup>131</sup>*Id.* at 784.

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insurer which an injured party may elect in lieu of his action against the tortfeasor."<sup>132</sup> Likewise, the U.S. Fourth Circuit has recognized that under Louisiana's direct action statute "a plaintiff may sue a tortfeasor's liability insurer without joining the tortfeasor as a defendant and establish both the insured's liability and the insurer's obligation in a single suit. See La. Stat. Ann. § 22:1269(B)....<sup>\*133</sup> The Fourth Circuit noted that "the 'key feature' of a direct action is 'the plaintiff's ability to skip suing the [tortfeasor] and sue directly his insurance carrier.<sup>\*\*134</sup>

Likewise, Louisiana's Supreme Court has held that the direct action statute creates "substantive rights on third parties to contracts of public liability insurance, which become vested at the moment of the accident in which they are injured."<sup>135</sup> Furthermore, Louisiana's Supreme Court has stated that "[t]he Direct Action Statute 'was enacted to give special rights to tort victims, not to insureds with contract claims against a defendant."<sup>136</sup>

The Louisiana Supreme Court has held that a direct action against an insurer is distinct from the an action against an insured such that the defenses available to the insurer may be different than those available to the insured.<sup>137</sup> The differentiation in Louisiana law between direct action claims against an insurer and claims against an insured has also been recognized by the U.S. Supreme

<sup>135</sup>West v. Monroe Bakery, Inc., 217 La. 189, 191, 46 So.2d 122, 123 (1950).

<sup>&</sup>lt;sup>132</sup>Lumbermen's Mut. Cas. Co. v. Elbert, 348 U.S. 48, 51, 75 S.Ct. 151, 153-54, 99 L.Ed. 59, 63 (1954) (citing West v. Monroe Bakery, 217 La. 189, 46 So. 2d 122; Jackson v. State Farm Mut. Automobile Ins. Co., 211 La. 19, 29 So. 2d 177)).

<sup>&</sup>lt;sup>133</sup>*Gateway Residences at Exch., LLC v. Ill. Union Ins. Co.*, 917 F.3d 269, 272 (4th Cir. 2019).

<sup>&</sup>lt;sup>134</sup>*Id.* at 273 (quoting *Kong v. Allied Prof'l Ins. Co.,* 750 F.3d 1295, 1300, 1300-01 (11th Cir. 2014)).

<sup>&</sup>lt;sup>136</sup>Green v. Auto Club Grp. Ins. Co., 08-2868 (La. 10/28/09); 24 So. 3d 182, 184 (quoting Cacamo v. Liberty Mutual Ins. Co., 99-3479 (La. 6/30/00), 764 So. 2d 41, 43).

<sup>&</sup>lt;sup>137</sup>Descant v. Adm'rs of the Tulane Educ. Fund, 93-3098 (La. 07/05/94); 639 So.2d 246, 249-50.

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Court.<sup>138</sup> Additionally, the Supreme Court held that an insured is not an indispensable party in a direct action claim under Louisiana law because Louisiana "has created an optional right to proceed directly against the insurer" and that "a complete disposition of the entire claim may be made in this one action, without injustice to any of the participants".<sup>139</sup>

Thus, Hopeman has failed to meet its burden of proof that the stay should be extended to stay Creditors' direct action claims against Liberty Mutual under either section 362(a)(1) or section 362(a)(3).

# C. <u>Hopeman Has Failed to Meet Its Burden to Extend the Stay Under 11 U.S.C.</u> § 105(a)

"Any use of 11 U.S.C. § 105(a) to restrict conduct involving a non-debtor is an extraordinary measure that this Court will impose only upon a clear demonstration of need. On this question, the burden of proof falls on the party seeking to extend a stay."<sup>140</sup> While 11 U.S.C. § 105(a) has been used to impose stays of litigation, "such immediate and direct relief should not ordinarily be granted in the ordinary course of stay litigation, in the absence of extraordinary or compelling equitable circumstances."<sup>141</sup> Courts should be careful not to abuse the extraordinary power under 11 U.S.C. § 105(a): "While the power may be broad under § 105, courts should be careful not to abuse it. § 105 is not without limits. *Id.* at 105-7. In the absence of extraordinary or compelling equitable circumstances, the Court should not invoke 11 U.S.C. § 105."<sup>142</sup>

<sup>&</sup>lt;sup>138</sup>Lumbermen's Mut. Cas. Co. v. Elbert, 348 U.S. 48, 51, 75 S.Ct. 151, 153-54, 99 L.Ed. 59, 63 (1954).

<sup>&</sup>lt;sup>139</sup>Lumbermen's Mut. Cas. Co. v. Elbert, 348 U.S. 48, 51-52, 75 S.Ct. 151, 154, 99 L.Ed. 59, 64 (1954).

<sup>&</sup>lt;sup>140</sup>In re Diocese of Buffalo, 652 B.R. 574, 576 (Bankr. W.D.N.Y. 2023).

<sup>&</sup>lt;sup>141</sup>In re LJC Corp., 30 B.R. 292, 294 (Bankr. D.D.C. 1983).

<sup>&</sup>lt;sup>142</sup>*In re Trang*, 58 B.R. 183, 189 (Bankr. S.D. Tex. 1985) (citing *In re LJC Corp.*, 30 Bankr. 292, 8 C.B.C. 2d 883, 885 (Bankr. D.C. 1983)).

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Despite bearing this considerable burden, the only arguments that Hopeman offers regarding § 105(a) is "To the extent required, section 105(a) also authorizes entry of the Proposed Interim Order sought by this Motion to carry out the purposes of section 362(a)(1)"<sup>143</sup> and "To the extend required, section 105(a) also authorizes entry of the Proposed Interim Order sought by this Motion to carry out the purposed Interim Order sought by this Motion to carry out the purposes of section 362(a)(3)."<sup>144</sup> Hopeman's failure to explicate its arguments is likely due to the fact that Hopeman is aware that it is improper to seek injunctive relief via a motion for extension of the stay. As has been recognized by numerous courts, the proper procedure for seeking injunctive relief under the Bankruptcy Code is the filing of an adversary proceeding.<sup>145</sup> It

<sup>145</sup>Feld v. Zale Corp. (in Re Zale Corp.), 62 F.3d 746, 762-63 (5th Cir. 1995) ("Under Rule 7001, an injunction requires an adversary proceeding."); Lyons v. Lyons (In re Lyons), 995 F.2d 923, 924 (9th Cir.1993) (holding that when a Rule 7001 category is at issue the movant "may obtain the authority he seeks only through an adversary proceeding"); In re Bora Bora Inc., 424 B.R. 17, 24-25 (Bankr. D.P.R. 2010) ("A request for injunctive relief must be brought by adversary proceeding. Fed. R. Bankr. P. 7001(7)"); In re Cincom iOutsource, Inc., 398 B.R. 223, 227 (Bankr. S.D. Ohio 2008) ("Under Rule 7001, an injunction requires an adversary proceeding."); Balt. Cty. v. IHS Liquidating LLC (In re Integrated Health Servs.), 2006 U.S. Dist. LEXIS 8403, at \*9 (D. Del. Mar. 6, 2006) ("One type of bankruptcy dispute that must be resolved in an adversary proceeding is 'a proceeding to obtain an injunction.' Fed. R. Bankr. P. 7001(7)."); In re Martin, 268 B.R. 168, 172 (Bankr. E.D. Ark. 2001) ("In order to ensure that due process and property rights are preserved, Rule 7001, Federal Rules of Bankruptcy Procedure, establishes a list of proceedings which may only be commenced by the filing of an adversary proceeding. Rule 7001(7) requires that a request to obtain an injunction, or other equitable relief be filed as an adversary proceeding. Thus, the debtor must file a complaint, provide for issuance of a summons, and thereafter serve the summons and complaint pursuant to Rule 7004. Since, the debtor may not obtain an injunction by motion, the motion must be denied."); In re Swallen's Inc., 205 B.R. 879, 880 (Bankr. S.D. Ohio 1997)(injunctive relief was denied for failure to request it through adversary proceeding); In re Hunter, 190 B.R. 118, 119 (Bankr. D. Colo. 1995) ("Fed.R.B.P. 7001 which expressly provides that injunctive or equitable relief and actions to recover money or property shall be sought by way of an adversary proceeding."); In re Nasco P.R., Inc., 117 B.R. 35, 38 (Bankr. D.P.R. 1990)("A party wishing to invoke the Court's injunctive power under Section 105(a) must file an adversary proceeding... and must follow the traditional standards for the issuance of an injunction."); In re Venegas Munoz, 73 B.R. 283, 285 (Bankr. D.P.R. 1987) ("a request for injunctive relief under 11 U.S.C. 105 comes under Part VII

<sup>&</sup>lt;sup>143</sup>BR Doc. 7 at p. 10.

<sup>&</sup>lt;sup>144</sup>BR Doc. 7 at p. 12.

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also has been recognized that requests to extend the automatic stay under §105(a) are actually requests for an injunction which require an adversary proceeding.<sup>146</sup>

The U.S. Fifth Circuit has explained that the Bankruptcy Code requires requests for an

injunction be brought via an adversary proceeding so that the proper procedural protections will be

afforded:

Under Rule 7001, an injunction requires an adversary proceeding. *Lyons v. Lyons (In re Lyons)*, 995 F.2d 923, 924 (9th Cir.1993) (holding that, when a Rule 7001 category was at issue, the movant "may obtain the authority he seeks only through an adversary proceeding"). Rule 7001 proceedings incorporate much of the Federal Rules of Civil Procedure, *In re Haber Oil Co.*, 12 F.3d at 437 (noting that adversary

<sup>146</sup>In re Bora Bora Inc., 424 B.R. 17, 23 (Bankr. D.P.R. 2010) ("The power of the bankruptcy courts to enjoin certain actions not subject to the automatic stay, such as an action against non debtor parties, has been recognized, when such action is interfering improperly with the purposes of the bankruptcy law or the debtor's reorganization efforts. A.H. Robins Co., Inc. v. Piccinin, 788 F.2d 994 (4th Cir. 1986). Although called an extension of the automatic stay provisions of the Bankruptcy Code to non-debtor parties, these are in fact injunctions issued by a bankruptcy court under 11 U.S.C. § 105(a), after determining that the situation requires it in order to protect the interests of the bankruptcy estate. In re Cincom iOutsource, Inc., 398 B.R. 223, 227 (Bankr. S.D. Ohio, 2008) citing Patton v. Bearden, 8 F.3d 343 (6th Cir. 1993); "Under the Bankruptcy Act, it was believed that the bankruptcy court lacked jurisdiction to issue such an injunction. Under the Code, broad injunctive power is available under section 105, and the issue appears to be one directed to the discretion of the court rather than to its jurisdiction." 3 Alan N. Resnick and Henry J. Sommer, Collier on Bankruptcy, P 362.04 (15th Ed. Rev'd 2005)."); In re Lengacher, 485 B.R. 380, 384-85 (Bankr. N.D. Ind. 2012) ("Extending the automatic stay is actually a request for an injunction and Rule 7001(7) of the Federal Rules of Bankruptcy Procedure requires an adversary proceeding to obtain that kind of relief. In re Richard B. Vance and Co., 289 B.R. at 697; In re Koop, 2002 Bankr. LEXIS 503, 2002 WL 1046700 \*7 (Bankr. N.D. Ill. 2002)").

of the Bankruptcy Rules (Rules 7001(7) and 7065) which require the filing of an adversary proceeding"); *In re Ennis*, 50 B.R. 119, 122 (Bankr. D. Nev. 1985) ("The Court also notes that the proper procedure for requesting injunctive relief is by an adversary proceeding, not by motion."); *In re Innovative Commc'n Co., LLC*, 2008 U.S. Dist. LEXIS 39739, at \*9 (D.V.I. Apr. 30, 2008) ("Pursuant to Federal Rule of Bankruptcy Procedure 7001 ("Rule 7001"), injunctive relief may only be obtained in a bankruptcy matter through an adversary proceeding."); *In re B & F Associates, Inc.*, 55 B.R. 19, 20 (Bankr. D. Colo. 1985) ("Bankruptcy Rule 7001(7) requires any proceeding in a bankruptcy court 'to obtain an injunction or other equitable relief' to be brought as an adversary proceeding.").

proceeding rules "generally "either incorporate or are adaptations of most of the Federal Rules of Civil Procedure.' " (quoting Fed.R.Bankr.P. 7001 adv. comm. note)), and they equate to full-blown lawsuits, see *Toma Steel Supply, Inc. v. Transamerican Natural Gas Corp. (In re Transamerican Natural Gas Corp.)*, 978 F.2d 1409, 1416 (5th Cir.1992) (describing adversary proceedings as " "full blown federal lawsuits within the larger bankruptcy case,' ... which are governed by all of the rules in Part VII of the Bankruptcy Rules...." (quoting *Matter of Wood & Locker, Inc.*, 868 F.2d 139, 142 (5th Cir.1989))), cert. dismissed, U.S., 113 S. Ct. 1892, 123 L. Ed. 2d 646 (1993). In contrast, contested matters require fewer procedural protections. *In re Transamerican Natural Gas Corp.*, 978 F.2d at 1416 ("Contested matters are "subject to the less elaborate procedures specified in Bankruptcy Rule 9014.' Contested matter proceedings are generally designed for the adjudication of simple issues, often on an expedited basis." (quoting *Matter of Wood & Locker, Inc.*, 868 F.2d at 142)).

In order to initiate an adversary proceeding, a party seeking equitable relief must file a complaint and serve each affected party. See *Village Mobile Homes, Inc. v. First Gibraltar Bank (In re Village Mobile Homes, Inc.)*, 947 F.2d 1282, 1283 (5th Cir.1991) (stating that while a motion suffices for contested matters, an adversary proceeding requires filing a complaint in keeping with Bankruptcy Rule 7003); *In re Perkins*, 902 F.2d 1254, 1258 (7th Cir.1990) (stating that an adversary proceeding "must be commenced by a properly filed and served complaint" and a Rule 7001 matter initiated by motion rather than by complaint "fails on procedural grounds").<sup>147</sup>

Furthermore, the Fifth Circuit warned that Bankruptcy Courts that dispense with adversary

proceedings are apt to fail to conduct the proper analysis for the granting of injunctions:

Moreover, we find no indication in the record that the bankruptcy court conducted the proper analysis and made the requisite findings for entry of a preliminary injunction. See *Commonwealth Oil Ref. Co. v. U.S.E.P.A. (In re Commonwealth Oil Ref. Co.)*, 805 F.2d 1175, 1188-89 (5th Cir.1986) ("The legislative history of § 105 makes clear that stays under that section are granted only under the usual rules for the issuance of an injunction."), cert. denied, 483 U.S. 1005, 107 S. Ct. 3228, 97 L. Ed. 2d 734 (1987); *In re Eagle-Pitcher Indus., Inc.*, 963 F.2d at 858 ("When issuing a preliminary injunction pursuant to its powers set forth in section 105(a), a bankruptcy court must consider the traditional factors governing preliminary injunctions issued pursuant to Federal Rule of Civil Procedure 65.").

The four prerequisites to the issuance of a preliminary injunction are: (1) a substantial likelihood that the movant will prevail on the merits; (2) a substantial threat that the

<sup>&</sup>lt;sup>147</sup>Feld v. Zale Corp. (in Re Zale Corp.), 62 F.3d 746, 762-63 (5th Cir. 1995).

movant will suffer irreparable injury if the injunction is not granted; (3) that the threatened injury to the movant outweighs the threatened harm an injunction may cause the party opposing the injunction; and (4) that the granting of the injunction will not disserve the public interest.

*In re Commonwealth Oil Ref. Co.*, 805 F.2d at 1189 (internal citations omitted); accord *In re Eagle-Picher Indus., Inc.*, 963 F.2d at 858. Because the bankruptcy court focused only on the fairness of the settlement to the estate, it failed to address these issues, that is, whether CIGNA and Zale had satisfied the Rule 65 prerequisites. We therefore hold that there was no compliance with Rule 7001, constructive or otherwise. Moreover, we feel this case demonstrates the "difficulties that are apt to arise if the bankruptcy court too easily permits parties to circumvent the rules governing adversary proceedings." *In re Haber Oil Co.*, 12 F.3d at 440.<sup>148</sup>

Similarly, the District of Delaware has warned that Bankruptcy Courts risk reversible error

if they fail to utilize adversary proceedings to resolve disputes which requires an adversary

proceeding, such as a "proceeding to obtain an injunction"<sup>149</sup>:

Adversary proceedings in bankruptcy court are the analogue to lawsuits in district court -- both are initiated by the filing of a complaint, and both are governed by the same rules of discovery. See Fed. R. Bankr. P. 7004, 7026-7037. Contested matters, on the other hand, are initiated by motion, and the applicability of the discovery rules is at the discretion of the court. See Fed. R. Bankr. P. 9014. Thus, adversary proceedings offer the litigants more formality and more discovery rights than contested matters. See *Nantucket Investors II v. Cal. Fed. Bank (In re Indian Palms Assocs., Ltd.)*, 61 F.3d 197, 204 n.11 (3d Cir. 1995). Consequently, a bankruptcy court's erroneous conclusion that a dispute need not be resolved in an adversary proceeding may be a ground for reversal. See, e.g., *MFS Telecom, Inc. v. Motorola, Inc. (In re Conxus Communs., Inc.)*, 262 B.R. 893, 899 (D. Del. June 4, 2001).<sup>150</sup>

<sup>&</sup>lt;sup>148</sup>*Feld v. Zale Corp. (in Re Zale Corp.)*, 62 F.3d 746, 765 (5th Cir. 1995).

<sup>&</sup>lt;sup>149</sup>Balt. Cty. v. IHS Liquidating LLC (In re Integrated Health Servs.), 2006 U.S. Dist. LEXIS 8403, at \*9 (D. Del. Mar. 6, 2006) ("One type of bankruptcy dispute that must be resolved in an adversary proceeding is 'a proceeding to obtain an injunction.' Fed. R. Bankr. P. 7001(7).")

<sup>&</sup>lt;sup>150</sup>Balt. Cty. v. IHS Liquidating LLC (In re Integrated Health Servs.), 2006 U.S. Dist. LEXIS 8403, at \*8-9 (D. Del. Mar. 6, 2006).

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Because the broad injunctive powers afforded under 11 U.S.C. § 105(a) should be used sparingly, injunctive relief should only be granted when the movant has carried its burden through clear and convincing evidence:

The broad injunctive powers under 11 U.S.C. § 105(a) should be used sparingly. *In re Lazarus Burman Assoc.*, 161 B.R. 891, 901 (Bankr. E.D.N.Y. 1993); *In re Codfish*, 97 B.R. 132 (Bankr. D.P.R. 1988); *In re Criadores de Yabucoa, Inc.*, 75 B.R. 96 (Bankr. D.P.R. 1987). Thus, a preliminary injunction is an extraordinary and drastic remedy which should only be granted when the movant has carried its burden through clear and convincing evidence. *Philadelphia Newspapers*, 407 B.R. at 616; *Cincom*, 398 B.R. at 227.<sup>151</sup>

Not only has Hopeman failed to bring its request for injunctive relief under 11 U.S.C. §

105(a) via an adversary proceeding as required by the Bankruptcy Code, Hopeman has also failed

to set forth the sort of clear and convincing evidence that is its burden to present in order to be

afforded the extraordinary and drastic remedy of an injunction under § 105(a).

The U.S. Fourth Circuit has explained that before a Court can use the authority under 11

U.S.C. § 105 to stay suits, it must find that failure to enjoin such suits would have an effect on the

bankruptcy estate and would adversely or detrimentally influence and pressure the Debtor through

the third party:

Accepting that section 105 confers on the bankruptcy court power under its expanded jurisdiction as expressed in section 1471(b) [28 U.S.C.] of the Bankruptcy Reform Act of 1978 and now section 1334(b), 28 U.S.C. of the 1984 Bankruptcy Amendments to enjoin suits against parties in other courts, whether state or federal, it is necessary to mark out the circumstances under which the power or jurisdiction may be exercised. In Otero Mills, supra, the Court approved a ruling that "to so enjoin a creditor's action against a third party, the court must find that failure to enjoin would effect [sic] the bankruptcy estate and would adversely or detrimentally influence and pressure the debtor through the third party." 25 Bankr. at 1020.<sup>152</sup>

<sup>&</sup>lt;sup>151</sup>In re Bora Bora Inc., 424 B.R. 17, 25 (Bankr. D.P.R. 2010).

<sup>&</sup>lt;sup>152</sup>*A.H. Robins Co. v. Piccinin*, 788 F.2d 994, 1003 (4th Cir. 1986).

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The Creditors are the surviving family members of individuals who developed and died from mesothelioma following exposure to asbestos from Hopeman's operations (i.e. contracting activities) at Avondale Shipyards, and under the CGL policies issued to Hopeman by Liberty Mutual, such operations claims are not subject to the aggregate limits in the policies. Furthermore, the policies under which the Creditors would pursue direct action claims against Liberty Mutual have not been listed as assets of the bankruptcy estate. Thus, the Creditors' direct action claims against Liberty Mutual for exposure to asbestos from Hopeman's operations cannot have an effect on the bankruptcy estate, and will not adversely or detrimentally influence or pressure Hopeman.

WHEREFORE, Janet Rivet and Kayla Rivet (surviving spouse and child of Tommy Rivet), Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors (surviving spouse and children of Frank P. Ragusa, Jr.), and Erica Dandry Constanza and Monica Dandry Hallner (surviving children of Michael Dandry, Jr.) submit that Hopeman Brothers, Inc.'s Motion for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants<sup>153</sup> should be denied, and that the automatic stay should not be extended to apply to the Creditors' direct action claims against Liberty Mutual Insurance Company.

Dated: July 30, 2024

Respectfully submitted,

/s/Kollin G. Bender Robert S. Westermann (VSB No. 43294) Kollin G. Bender (VSB No. 98912) HRISCHLER FLEISCHER, P.C. 2100 East Cary Street P.O. Box 500

<sup>153</sup>BR Doc. 7.

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Local counsel for Janet Rivet, Kayla Rivet, Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, Stephanie Jean Ragusa Connors, Erica Dandry Constanza and Monica Dandry Hallner

-and-

Gerolyn P. Roussel (*pro hac vice pending*) Jonathan B. Clement (*pro hac vice pending*) Benjamin P. Dinehart (*pro hac vice pending*) **ROUSSEL & CLEMENT** 1550 West Causeway Approach Mandeville, LA 70471 Telephone: (985) 778-2733 Facsimile: (985) 778-2734 Email: <u>rcfirm@rousselandclement.com</u>

Lead Counsel for Janet Rivet, Kayla Rivet, Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, Stephanie Jean Ragusa Connors, Erica Dandry Constanza and Monica Dandry Hallner Case 24-32428-KLP Doc 86 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Main Document Page 41 of 42

### **CERTIFICATE OF SERVICE**

I hereby certify that on July 30, 2024, I caused a true and correct copy of the foregoing Objection to be electronically served by the Court's CM/ECF system, which thereby caused an electronic notification of filing to be served on all other registered users of the ECF system who have filed notices of appearances in this case; I further certify that a true and correct copy of this Objection was also served via electronic mail to the following parties:

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> <u>/s/ Kollin G. Bender</u> Counsel

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SANDRA L. ROBINSON, M.D., M.P.H. SECRETARY & STATE HEALTH OFFICER DEPARTMENT OF HEALTH & HUMAN RESOURCES

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**EXHIBIT** 3

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1

1	CIVIL DISTRICT COURT
2	FOR THE PARISH OF ORLEANS
3	STATE OF LOUISIANA
4	
5	NO. 2021-06076 DIVISION "D" SECTION: 12
6	- Depter
7	FRANK P. RAGUSA, JR.
8	
9	VERSUS
10	The second se
11	LOUISIANA INSURANCE GUARANTY ASSOCIATION, ET AL
12	
13	* * *
14	
15	(VOLUMEI)
16	Videotaped Deposition of FRANK P.
17	RAGUSA, JR., given at Roussel and Clement, 1550
18	West Causeway Approach, Mandeville, Louisiana
19	70471, on September 28th, 2021.
20	
21	VIDEOGRAPHER:
22	TODD MEAUX (DEPOVUE, INC.)
23	REPORTED BY:
24	JOSEPH A. FAIRBANKS, JR., CCR, RPR
2 5	CERTIFIED COURT REPORTER #75005
	JOHNS, PENDLETON, FAIRBANKS & FREESE CERTIFIED COURT REPORTERS 315 METAIRIE ROAD, SUITE 101

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FRANK RAGUSA, JR.

September 28, 2021

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1	70072, a	witness named in the above
2	stipulat	ion, having been first duly sworn, was
3	examined	and testified on his oath as follows:
4		THE REPORTER:
5		The usual stipulation okay?
6		MS. ROUSSEL:
7		No. This is a perpetuation
8		deposition. So if anyone has an
9		objection they do need to make their
10		objection. An objection by one
11		defendant, however, is good as to all
12		unless you opt out. I am agreeable to
13		doing that; however, if multiple
14		people make their objections, then I'm
15		going to withdraw the agreement that
16		one objection is good as to all.
17		And now we're ready to start the
18		deposition.
19	EXAMINAT	ION BY MS. ROUSSEL:
20	Q.	State your name, sir.
21	A.	Frank Paul Ragusa Jr.
22	Q.	And your date of birth?
23	A.	1953.
24	Q.	Are you married, Mr. Ragusa?
25	A.	Yes, I am.

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September 28, 2021 FRANK RAGUSA, JR. 30 1 Avondale Shipyards in 1972, where were you 2 actually working? 3 I was at the Westwego yard. Α. And were you working on land? 4 Ο. 5 Α. Yes. 6 Now, you said at Avondale Shipyards, 0. 7 um, you also worked on Zapata rigs. Α. 8 Yes. 9 Was this, um, in 1975? Ο. 10 DEFENSE COUNSEL: 11 Objection. Leading. EXAMINATION BY MS. ROUSSEL: 12 Since there was an objection let me 13 Ο. 14 ask you, when you worked on the Zapata rigs at 15 Avondale Shipyards -- let me ask you this: How were you exposed to asbestos? 16 I was on the deck --17 Α. Yeah. 18 DEFENSE COUNSEL: Objection. Lack of foundation. 19 20 -- landing material. And Hopeman Α. 21 Brothers was up there, and they were putting in 22 the, uh, walls for the guarters for the Zapata rigs, and they were using -- they were cutting 23 it with a Skilsaw. 24 25

#### Case 24-32428-KLP Doc 86-4 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 4 Page 4 of 13

FRANK RAGUSA, JR. September 28, 2021 31 1 EXAMINATION BY MS. ROUSSEL: 2 Ο. And who was putting this wallboard in? 3 Hopeman Brothers. Α. 4 And how would Hopeman Brothers handle Ο. 5 that board? They were cutting it with a Skilsaw. 6 Α. 7 Q. What did it look like when they cut it with a Skilsaw? 8 9 Well --Α. 10 DEFENSE COUNSEL: 11 Object to form. -- the fibers were just flying 12 Α. everywhere, 'cause they didn't have any kind of 13 protection or anything, uh, for the Skilsaws or 14 15 anything. So dust just went flying. 16 DEFENSE COUNSEL: 17 I object to the nonresponsive 18 portion. EXAMINATION BY MS. ROUSSEL: 19 20 And you actually saw them cutting this 0. 21 with a Skilsaw? 22 Α. Yes. 23 You said there were no precautions. 0. 24 Were there any kind of vacuums on the Skilsaw? 25 Α. No.

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September 28, 2021 FRANK RAGUSA, JR. 124 1 Α. Yeah. No. 2 Ο. Is there anything about that employment from February 5, 1975, to March 20, 3 4 1975, that you think exposed you to asbestos? I don't think so. 5 Α. 6 Ο. Okay. It looks like you came back to Avondale later in 1975 and worked from 7 September 12, 1975, until March 29, 1979. 8 Is 9 that right? 10 Α. That's correct. All right. And so that third 11 Ο. employment from September 12, 1975, till 12 March 29, 1975, were you working in Westwego? 13 14 Α. No. Main yard. You were at the main yard? 15 Ο. That's correct. 16 Α. 17 Were you at the main yard the entire Q. 18 time? 19 Α. No. 20 Where else did you work at that time? Ο. 21 About the last three months of 1979, I Α. 22 went to the Westwego yard. 23 Ο. Is that the only time during that 24 period that you worked anywhere other than at the main yard? 25

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FRANK RAGUSA, JR.

September 28, 2021

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1	A. That's correct.
2	Q. Okay. We'll come back to that in a
3	bit. Let me ask you this, about that
4	employment: During that period of
5	September 12, 1975, to March 29 of 1979, were
6	you working as a crane operator?
7	A. I was working as a crane operator, and
8	sometimes a hooker.
9	Q. Okay. We'll come back to that. Looks
10	like you were laid off on March 29th of 1979,
11	and then you came back to Avondale and worked
12	from June 20, 1980, to December 4, 1981. Is
13	that right?
14	A. That's correct.
15	Q. And when you came back in 1980 for
16	that period of June 20, 1980, to September 4,
17	1981, did you work as a crane operator?
18	A. That's correct.
19	Q. Were you working exclusively as a
20	crane operator?
21	A. At that point, yes.
22	Q. All right. And were you working
23	exclusively at the main yard?
24	A. Yes.
25	Q. All right. It looks like you were
TOUNG	ΟΓΝΠΙΓΤΟΝ ΓΑΤΟΒΑΝΚΟ ΑΝΠ ΓΟΓΓΟΓ 5

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FRANK RAGUSA, JR.

September 28, 2021

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1 EXAMINATION BY MR. POWELL: 2 Ο. When you first worked as a crane 3 operator, Mr. Ragusa, at Avondale, from 4 September 12, 1975, to March 29, 1979, did you 5 have any occasion that you believe that --6 anything that exposed you to asbestos during 7 that employment? 8 Α. Yes. And can you tell me what it was that 9 0. 10 exposed you to asbestos during that employment of September 12, 1975, to March 29, 1979? 11 12 Α. When the Zapata rigs were there. And 13 I think there was just one. MR. GRACE: 14 15 I'm sorry, sir. Can you -- the 16 end of that answer, you said there was 17 just --18 MS. ROUSSEL: 19 Object to the form of the 20 question and the responsiveness of the 21 answer. I asked him -- I couldn't 22 understand his answer. I just asked 23 him to repeat his answer so I could 24 write it down. 25 MR. GRACE:

JOHNS, PENDLETON, FAIRBANKS AND FREESE

504 219-1993

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FRANK RAGUSA, JR.

September 28, 2021

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1	What was the end of your answer?
2	Can the court reporter read it
3	back?
4	THE REPORTER:
5	His answer was, when the Zapata
6	rigs were there. There was just one.
7	EXAMINATION BY MR. POWELL:
8	Q. Would that Zapata rig that you were
9	involved with, was that at the beginning of
10	that employment? When was that?
11	A. I think it was toward the end of '75
12	into '76.
13	Q. Okay. And what job did you have in
14	connection with the Zapata rig?
15	A. Well, I was still operating, but I was
16	also hooking at the same time because I was the
17	relief operator.
18	Q. Just explain to us, if you will, what
19	it means to what a hooker is what a crane
20	hooker is.
21	A. Well, that's what they called them at
22	Avondale. They were basically riggers that
23	sent material up on the ships or whatever they
24	were building, or take material off the ships
25	and the Zapata rigs.
JOHNS,	PENDLETON, FAIRBANKS AND FREESE

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FRANK RAGUSA, JR.

September 28, 2021

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1	Q. Can you tell us, how much time did you	
2	spend working on jobs involving the Zapata rig?	
3	A. Quite a bit, while it was there.	
4	Q. And was all of your work in connection	
5	with the Zapata rig doing hooking?	
6	A. Not all of it. About 50 percent of	
7	it, probably.	
8	Q. And what was the other 50 percent?	
9	A. Running the crane.	
10	Q. When you were doing the hooking, did	
11	that require you to get on the rig?	
12	A. Yes.	
13	Q. And what areas of the rig would you	
14	have to get on when you were doing hooking?	
15	A. On the deck where the, uh, living	
16	quarters were.	
17	Q. All right. And you mentioned when you	
18	were answering questions from Ms. Roussel that	
19	you recalled Hopeman Brothers working on that	
20	rig? Is that right?	
21	A. That's correct.	
22	Q. Where were you when did you see	
23	Hopeman Brothers working on the Zapata rig?	
24	A. They were putting, uh they were	
25	putting the walls in the, uh in the living	
JOHNS,	PENDLETON, FAIRBANKS AND FREESE	5

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September 28, 2021 FRANK RAGUSA, JR. 131 1 quarters. 2 Ο. And you mentioned that you saw them cutting the walls with, uh -- with Skilsaws. 3 4 Is that correct? 5 Α. That's correct. 6 Where were they cutting the walls with Ο. the Skilsaws? 7 They were on the deck also. 8 Α. 9 Was that outside or inside? Q. 10 Α. Outside. 11 Do you remember how often you saw 0. Hopeman Brothers cutting walls on the Zapata 12 13 riq? 14 Quite a bit in the beginning. Α. 15 Ο. And how often were you around that 16 work? 17 Α. Pretty regularly. 18 0. Can you give me a number, some sort of estimate of, uh, how many days? 19 20 MS. ROUSSEL: 21 How many days a week? 22 MR. POWELL: 23 Yeah. EXAMINATION BY MR. POWELL: 24 How many days a week would you see 25 Q.

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FRANK RAGUSA, JR.

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that kind of work going on with Hopeman Brothers cutting wallboards? Α. Five days a week. And how many weeks do you think that Ο. went on for? Α. Oh, I don't know. Q. Was there anything else that you saw in connection with the Zapata rig that leads you to believe that you may have been exposed to asbestos from anything other than the wallboards? Α. No. Okay. Is there anything else about Ο. your employment from September 12, 1979, to March 29, 19 -- I'm sorry -- from September 12, 1975, to March 29, 1979, that you believe exposed you to asbestos other than this work on the Zapata riq? Not that I'm aware of. Α. Ο. All right. Okay. Let's move on to the period of June 20, 1980, to December 4, 1981, when you're working as a crane operator. Do you believe that there was anything that happened in your employment at Avondale from June 20, 1980, to December 4, 1981, that

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FRANK RAGUSA, JR.

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1 All right. Anybody else? Q. 2 Α. Uh, Mr. Barnes? Did I say him? 3 Q. Yes, sir. 4 Um, one of the guys -- one of the Α. 5 hookers' names was Whitey. And, um -- Freddie; 6 he was another operator. I can't think of his 7 last name. What was the name? 8 Q. 9 Freddie. Yeah, I can't think of his Α. 10 last name. 11 All right. Have you stayed in touch Ο. 12 with any of the people you worked with at 13 Avondale? Α. 14 No. 15 Ο. All right. Um, when you were working 16 on the Zapata rig and the Hopeman Brothers 17 employees were cutting wallboards, how far away 18 were you from that work? 19 Probably within five to ten feet at Α. 20 some times. 21 How long would you be object on the 0. 22 rig, um, doing the hooking work? Would you 23 just go on when they needed to hook something up, or were you there stationed throughout the 24 25 day?

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504 219-1993

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1	
2	REPORTER'S CERTIFICATE
3	
4	NOTE: This transcript certification is
5	valid only when accompanied by my original signature over my state seal.
6	~ ~
7	I, JOSEPH A. FAIRBANKS, JR., CCR, RPR,
8	Certified Court Reporter in and for the State of Louisiana, as the officer before whom the
	foregoing was taken, do hereby certify:
9	That the witness was sworn by me upon authority of R.S. 37:2554 and did testify as
10	set forth in the foregoing pages; That said proceeding and testimony was
11	reported by me in the stenotype reporting
12	method, was thereafter transcribed and prepared by me or under my personal direction and
13	supervision, and is a true and correct transcription to the best of my ability and
14	understanding; That this transcript was prepared in
	compliance with transcript format guidelines
15	established by statute or by rules of the Board;
16	That I am knowledgeable of the arrangements, financial and otherwise, with the
17	person on entity arranging for reporting
18	services, and that I have acted in compliance with the prohibition on contractural
19	relationships as defined by the Louisiana Code of Civil Procedure Article 1434 and in rules
	and advisory opinions of the Board;
20	That I am not related to counsel or to the parties herein, nor am I otherwise
21	interested in the outcome of this matter.
22	14 Augustic
23	MA
24	JOSEPH A. FAIRBANKS, JR. CCR, PR
25	CERTIFIED COURT REPORTER \$75005
L	JOHNS, PENDLETON, FAIRBANKS & FREESE

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> CERTIFIED COURT REPORTERS 315 METAIRIE ROAD, SUITE 101 METAIRIE, LA 70005 PHONE (504) 219-1993

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Baril, Gerard

February 28, 2023

	1
	IN THE UNITED STATES DISTRICT COURT
	EASTERN DISTRICT OF LOUISIANA
	~~~~~~~~~~~~
FRANK P	P. RAGUSA, JR.,
Pl	aintiff,
VS.	Case No. 2:21-cv-01971
LOUISIA	NA INSURANCE
GUARANT	Y ASSOCIATION,
et al.,	
De	efendants.
	~~~~~~~~~~~~
	Remote Videotaped Deposition of
	GERARD BARIL
	February 28, 2023 9:10 a.m. PST
	Witness Present at: Forensic Analytical Consulting Services 21228 Cabot Boulevard Hayward, California
	Denise M. Munguia, RDR, CRR, CRC, CLR California CSR #14033

Henderson Legal Services, Inc. www.hendersonlegalservices.com Case 24-32428-KLP Doc 86-5 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 5 Page 2 of 6

## Baril, Gerard

February 28, 2023

9

THE VIDEOGRAPHER: Good morning. We are on the 1 2 video record at 9:10 a.m. I'm Joseph Blea from 3 Henderson Legal Services in Arlington, Virginia. The 4 phone number is 877-548-8787. This is the matter 5 pending before the United States District Court, Eastern б District of Louisiana in the case captioned Frank P. 7 Ragusa, Jr., versus Louisiana Insurance Guaranty 8 Association, et al. The case number is 2:21-cv-01971. 9 This is the beginning of media number one, volume one, 10 of the deposition of Gerard Baril on February 28th, 11 2028. We are located at 21228 Cabot Boulevard in 12 Hayward, California. This is taken on behalf of the --13 is it the Plaintiff? 14 MR. CLEMENT: Defendant. THE VIDEOGRAPHER: It's taken on behalf of the 15 Defendant. 16 17 Counsel, would you please identify yourselves 18 starting with the questioning attorney. 19 MR. POWELL: We will go ahead and do that on the 20 written record. We'll submit our appearances to the court reporter for the written transcript, if everyone 21 22 agrees with that, so we don't have to go through 23 everybody right now. 24 MR. CLEMENT: Yeah. And this is Jonathan 25 Clement, plaintiff's counsel. We're agreeable to that.

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202-220-4158

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## Baril, Gerard

February 28, 2023

33 then I'm fine with that. 1 2 BY MR. POWELL: 3 Okay. We're going to call them wallboards. Q 4 Mr. Baril, is it your understanding that Mr. Ragusa 5 testified that he was in the vicinity of Hopeman 6 Brothers employees as they were cutting a material, a 7 wallboard material on the Zapata rig? 8 Α Yes. 9 MR. BURG: Object to form. BY MR. POWELL: 10 11 And Mr. Ragusa recalled that Hopeman Brothers 0 12 was working on the rig, cutting the wallboard to be installed in the living quarters of that rig, correct? 13 14 Yes. Α 15 MR. BURG: Object to form. BY MR. POWELL: 16 17 In your opinion --Q 18 If you couldn't hear me over the objection, the Α 19 answer is yes. 20 Q Okay. And assuming those boards contained a Marinite core and some type of an asbestos laminate on 21 22 it, would it be your opinion that Hopeman Brothers 23 exposed Mr. Ragusa to asbestos dust during the cutting of those wallboards? 24 25 Α Yes.

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## Baril, Gerard

## February 28, 2023

34 1 MR. BURG: Object to form. 2 BY MR. POWELL: 3 I'm sorry. What was your answer, Mr. Baril? Q 4 Α Yes. And did Mr. Ragusa's exposures to the asbestos 5 0 б dust from Hopeman Brothers wallboards significantly 7 increase his risk of developing mesothelioma? 8 Α Yes. 9 MR. BURG: Object to form. BY MR. POWELL: 10 We're getting some over -- so your answer? 11 0 12 MR. CLEMENT: Yeah. Just wait. Just wait. 13 THE WITNESS: Okay. My answer is yes. 14 BY MR. POWELL: 15 All right. Now, if those boards were, in fact, Q composed of Marinite and Micarta and those materials 16 17 contained asbestos in the amounts that we have discussed 18 in prior cases, it would be your opinion that Mr. Ragusa 19 was exposed to asbestos that significantly increased his 20 risk of developing mesothelioma from the Marinite portion of those boards? 21 22 MR. BURG: Object to form. 23 THE WITNESS: My answer is yes. BY MR. POWELL: 24 25 Okay. And likewise, if those boards contained a 0

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## Baril, Gerard

## February 28, 2023

	35
1	Micarta laminate that contained asbestos, would it be
2	your opinion that Mr. Ragusa was exposed to asbestos
3	from Micarta laminate at levels that significantly
4	increased his risk of developing mesothelioma?
5	MS. BOWLIN: Object to the form.
б	MR. BURG: Object to form.
7	MS. BOWLIN: Misstates the facts of the case.
8	Improper hypothetical.
9	THE WITNESS: My answer is yes.
10	BY MR. POWELL:
11	Q Now, Mr. Ragusa had two additional employments
12	where he was directly employed at Avondale, one of them
13	was from June 20, 1980 to December 7th, 1981, and the
14	other one was from October 18, 1982 to February 7, 1982.
15	Those reports, like the earlier one we discussed, are
16	not in your report, so would it be safe to assume you
17	formed no opinions as to whether Mr. Ragusa sustained
18	exposures to asbestos at Avondale during those two later
19	employments from 1980 to 1981 and 1982 to 1983?
20	A That is correct.
21	Q Mr. Baril, in other cases involving Avondale and
22	some of the facilities in this case
23	A Kevin, you froze. Kevin, could you repeat? You
24	froze.
25	Q Sure. Am I back?

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## Baril, Gerard

February 28, 2023

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1	REPORTER'S CERTIFICATE
2	
3	I, Denise M. Munguia, RDR, CRR, CRC, CLR,
4	California CSR #14033, Certified Shorthand Reporter,
5	certify:
6	That the foregoing proceedings were taken before me
7	at the time and place therein set forth, at which time
8	the witness was put under oath by me;
9	That the testimony of the witness, the questions
10	propounded, and all objections and statements made at
11	the time of the examination were recorded
12	stenographically by me and were thereafter transcribed;
13	That the foregoing is a true and correct transcript
14	of my shorthand notes so taken.
15	I further certify that I am not a relative or
16	employee of any attorney of the parties, nor financially
17	interested in the action.
18	I declare under penalty of perjury under the laws
19	of California that the foregoing is true and correct.
20	Dated this 6th day of March, 2023.
21	$\rho$ · $\gamma$
22 23	Denixe Munguía
24	Denise M. Munguia, CSR #14033
25	5, ,

Henderson Legal Services, Inc.

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#### **UNITED STATES DISTRICT COURT**

#### EASTERN DISTRICT OF LOUISIANA

FRANK P. RAGUSA, JR.\*CIVIL ACTION NO. 2:21-cv-01971VS.\*SECTION "J" (5)VS.\*JUDGE CARL J. BARBIERLOUISIANA INSURANCE<br/>GUARANTY ASSOCIATION,\*MAGISTRATE JUDGE<br/>MICHAEL B. NORTH

### **DECLARATION OF GERARD BARIL, CIH**

I, Gerard Baril, CIH, declare:

I am of sound mind, capable of making this declaration, and personally familiar with the

facts herein stated.

ET. AL.

A true and correct copy of my report in this case, which was signed on January 11, 2023,

is attached as Exhibit A, and I adopt herein all opinions set forth in this report and make them

part of this Declaration. If I were present in Court, I would testify consistent with what I have

stated in Exhibit A.

1. Qualifications. As stated on pages 1-2 of my report, I am certified by the Board for Global EHS Credentialing (BGC) as an Industrial Hygienist, and my curriculum vitae is attached as part of Exhibit A. I have a Bachelor of Science Degree in Geology (1978) from Rensselaer Polytechnic Institute. I have a Master of Science Degree in Environmental Health (1987) from Hunter College of the City University of New York (now known as the CUNY Graduate School of Public Health & Health Policy). I have worked in the field of occupational safety, industrial hygiene, and environmental health since 1978. I have practiced industrial hygiene (starting as an industrial hygiene technician) since 1982. Over the decades, I have conducted hundreds of industrial hygiene surveys qualifying and quantifying workers' exposures to a wide array of airborne contaminants including asbestos. I have conducted hundreds of seminars and worker training sessions on environmental health topics and safety issues ranging from



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asbestos to zinc. I have guest-lectured on industrial hygiene topics at colleges in the New York City Metropolitan area. I have written or co-written employer safety compliance manuals addressing issues such as Bloodborne Pathogens, Ethylene Oxide, Hazard Communication, Silica, Confined Space Entry, Lead Hazards in Construction, etc. I am certified in the comprehensive practice of industrial hygiene by the Board for Global EHS Credentialing (Certificate # CP 4362). I obtained my core and comprehensive practice certifications in 1989. I was most recently recertified in the year 2022. In order to maintain my CIH certification, I have received continuing education, usually in the form of professional development courses, in a wide array of industrial hygiene disciplines and subjects. I am a member of the American Industrial Hygiene Association (AIHA) and a past-chairman (2004-2006) of the Membership Committee. I am a current member and past-treasurer (2017 to 2022) of the Northern California AIHA section. I am a past-member and Past-President (1994-1995) of the Metro New York Local AIHA section. I am a member of the ACGIH (formerly known as the American Conference of Governmental Industrial Hygienists). I am a member of the International Society of Indoor Air Quality and Climate.

2. Basis for Opinions. As identified on page 44 of my report, I have reviewed the depositions of Frank Ragusa, Jr., Callen Cortez, Richard Rodrigue, Burnette Bordelon, Luther Dempster, Jerry Savoie, Charlie Savoie, Michael J. Comardelle, Gustave Vonbodungen, Logan Lefort, Ollie Gatlin, and Luther Dempster. I have also reviewed the Avondale personnel file of Frank Ragusa, Jr. and the social security records of Frank Ragusa, Jr. My opinions are also based on my more than forty (40) years of professional experience, education and training, review of depositions and trial testimony, and an extensive review of documents related to asbestos exposures and diseases. A list of these documents is provided in Appendix A to my report, Reliance Documents. These documents include government regulations and publications, voluntary guidelines, publications from professional organizations, and peer reviewed articles describing exposures, exposure conditions, health effects, industries and occupations with exposure to asbestos and the occurrence of diseases caused by asbestos.

#### 3. Frank Ragusa, Jr.'s Exposure at Avondale.

a. As stated on page 14 of my report, Mr. Ragusa worked at Avondale during several separate stints as a direct employee. During the time frames indicated below, he sustained exposures to asbestos resulting from asbestos structures released from asbestos cloth and asbestos wallboard. Mr. Ragusa, Jr. was initially employed by Avondale Shipyards as a tack welder at the Westwego Yard. He stated that his primary tasks involved tack welding of I-Beams and bulkheads on LASH Barges. During each and every day, he would cut two pieces of asbestos cloth, one for himself and the other for his fitter, from a roll of cloth located in the tool room. Mr. Ragusa identified the cloth material as Uniroyal asbestos cloth. He and his fitter either kneeled or laid upon the cloth while performing their work. In

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order to prevent burns from contact with welding sparks and slag when performing overhead work, he and the fitter covered themselves with the asbestos cloth. Mr. Ragusa indicated that he saw Uniroyal asbestos cloth removed from boxes which indicated the name Eagle. He also saw boxes of insulation with the name Taylor-Seidenbach indicated on the boxes. He indicated that there were no asbestos health hazard warnings on the asbestos cloth or the boxes which contained the asbestos cloth.

- b. The asbestos concentrations to which Mr. Ragusa would have been exposed are set forth in the literature found in Table III of my report on pages 27-28. Harries et al. published exposure concentrations when working with asbestos cloth at 76.6 f/cc. Likewise Fleischer et al. reported concentrations ranging from 0.72 f/cc to 37 f/cc. Mangold et al. reported concentrations ranging from 0.6 f/cc to 34.2 f/cc.
- c. As stated on page 28 of my report, the data in Table III indicates Frank Ragusa's, occupational exposures to these thermal system asbestos products greatly exceeded concentrations that have been shown to present a significant risk of mesothelioma in human adults. OSHA and other agencies confirm that exposures at the current permissible exposure limit of 0.1 f/cc presents a significant risk. The published scientific literature also recognizes that low level asbestos exposures present a significant risk. The scientific literature confirms that Frank Ragusa, Jr. sustained occupational exposures to asbestos thermal system insulation products well above historical and current occupational exposure limits which significantly increased his risk of eventually developing mesothelioma.
- d. As stated on page 34 of my report at Paragraph 4 and 5, Frank Ragusa, Jr. sustained occupational exposures to asbestos at Avondale from Uniroyal, Eagle, and Taylor-Seidenbach that exceeded historical and current occupational exposure limits which significantly increased his risk for developing mesothelioma.
- e. As stated on page 16 of my report, Mr. Ragusa worked as a crane relief operator and a hooker (a.k.a. rigger) in the main yard. He sustained exposures to asbestos resulting from asbestos dust created during the sawing and installation of asbestos wall panels performed by Hopeman Brothers. This asbestos exposure occurred on the deck of a Zapata Rig. Mr. Ragusa stated that the wallboard cutting area was at the same location on the Zapata Rig where he was stationed to unhook equipment as it was loaded onto the rig. Hopeman Brothers personnel were present five days per week. He indicated that he was usually within 5 - 10 feet of Hopeman Brothers' work.
- f. As stated on pages 27 28 of my report, the data in Table III indicates, Frank Ragusa's, occupational exposures to asbestos wallboards greatly exceeded concentrations

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> that have been shown to present a significant risk of mesothelioma in human adults. OSHA and other agencies confirm that exposures at the current permissible exposure limit of 0.1 f/cc presents a significant risk. The published scientific literature also recognizes that low level asbestos exposures present a significant risk. The scientific literature confirms that Frank Ragusa, Jr. sustained occupational exposures to asbestos wallboards well above historical and current occupational exposure limits which significantly increased his risk of eventually developing mesothelioma.

- g. The concentrations to which Mr. Ragusa would have been exposed from Hopeman's activities are set forth in the literature found in Table III of my report on page 27-28. Various scientists have studied the cutting of asbestos wallboard and have shown concentrations ranging from 1.84 f/cc to over 200 f/cc. These include studies conducted by Gobbell Hays, Hatfield, Cross, Mount, and Millette.
- h. As stated on page 33-34 of my report at Paragraphs 1 and 2, Frank Ragusa, Jr. sustained occupational exposures to asbestos from Hopeman Brothers at Avondale that exceeded historical and occupational exposure limits which significantly increased his risk of mesothelioma.
- i. Also, as stated on page 18 of my report, Mr. Ragusa stated that he operated two Link-Belt 218 open cab truck cranes at the main yard of Avondale Shipyards in 1989 while working for a contractor. He describes the task of assisting with a gantry lift. He indicated that he sustained asbestos exposures emitted by the cranes' friction materials. There were no asbestos hazard warnings indicated on the crane. He received no asbestos hazard awareness training. No respirators were provided. As stated on page 33 of my report, Frank Ragusa, Jr. sustained occupational exposures to asbestos from his operation of this Link-Belt crane at Avondale that significantly increased his risk of mesothelioma.

## 4. Frank Ragusa's Exposure to Asbestos From Cranes

- a. On pages 17-27 of my report, I discussed Frank Ragusa's work as a crane operator of cranes with asbestos friction products at his various work sites, including petrochemical facilities, power plants, and other facilities. The cranes he identified were Marion, American, Manitowoc, and Link-Belt.
- b. As stated on page 28 of my report, Frank Ragusa sustained multiple direct and bystander occupational exposures to asbestos friction products while operating cranes with open cabs and during servicing of crane friction products, that significantly contributed to his risk of developing mesothelioma. The data provided in Table IV are estimates of the concentrations of workplace asbestos friction product

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exposures sustained by Frank Ragusa. The exposures reported in the literature described in Table IV range from 0.02f/cc up to 87 f/cc for various tasks.

- c. As Table IV in my report indicates, Frank Ragusa's occupational exposures to asbestos friction products' dust exceeded concentrations that have been shown to present a significant risk of mesothelioma in human adults. OSHA and other agencies confirm that exposures at the current permissible exposure limit of 0.1 f/cc presents a significant risk. The published scientific literature also recognizes that low level asbestos exposure presents a significant risk. The scientific literature confirms that Frank Ragusa, Jr. sustained occupational exposures to brake related asbestos well above historical and current occupational exposure limits which significantly increased his risk of eventually developing mesothelioma.
- d. As stated on page 34 of my report at Paragraphs 4 and 5, Frank Ragusa, Jr. sustained occupational exposures to asbestos from Marion, Manitowoc, Link-Belt, and American that exceeded historical and occupational exposure limits and that significantly increased his risk of mesothelioma.

# 5. Frank Ragusa's Exposure to Asbestos from Gaskets and Insulation at Various Industrial Facilities.

- a. On pages 18-27 of my report, I detail Frank Ragusa's occupational exposure to asbestos while working at the following industrial facilities: Air Products, Borden Chemical, BP Alliance, CF Industries, Ciba-Geigy, Dow Chemical, Exxon, Exxon Mobil, Entergy, Marathon, Monsanto, Murphy Oil, OxyChem Hooker Chemical, Rubicon, Shell Chemical, Shell Oil, Triad, Union Carbide, and Vulcan.
- b. As stated on page 19 of my report, Mr. Ragusa sustained occupational bystander exposures to asbestos when at these facilities when he observed pipefitters changing asbestos gaskets and insulation workers changing insulation.
- c. On pages 18-20 of my report, I detail Frank Ragusa's occupational exposure to asbestos from asbestos gaskets and insulation from Foster Wheeler boilers, Riley Stoker boilers, General Electric turbines, and Westinghouse turbines.
- d. As stated on page 28 of my report, estimates of the concentrations of workplace asbestos exposures sustained by Frank Ragusa, Jr. during various asbestos-related activities that occurred at his places of work are provided in Table III. The literature in Table III reports a range of exposures for installation and removal of gaskets ranging between 0.03 f/cc and 31 f/cc for various tasks. The literature in Table III reports a range of exposures for removal of insulation ranging between 0.2 f/cc up to 490 f/cc.

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- e. As stated on page 28 of my report, the data in Table III indicates, Frank Ragusa's, occupational exposures to thermal system asbestos products and gaskets at these locations greatly exceeded concentrations that have been shown to present a significant risk of mesothelioma in human adults. OSHA and other agencies confirm that exposures at the current permissible exposure limit of 0.1 f/cc presents a significant risk. The published scientific literature also recognizes that low level asbestos exposures present a significant risk. The scientific literature confirms that Frank Ragusa, Jr. sustained occupational exposures to asbestos thermal system insulation products and gaskets well above historical and current occupational exposure limits which significantly increased his risk of eventually developing mesothelioma.
- f. As stated on pages 33-34 of my report in Paragraphs 1-2, Frank Ragusa, Jr. sustained occupational exposures to asbestos at the following locations that exceeded historical and occupational exposure limits which significantly increased his risk of mesothelioma: Air Products, Borden Chemical, BP Alliance, CF Industries, Ciba-Geigy, Dow Chemical, Exxon, Exxon Mobil, Entergy, Marathon, Monsanto, Murphy Oil, OxyChem Hooker Chemical, Rubicon, Shell Chemical, Shell Oil, Triad, Union Carbide, and Vulcan.
- g. As stated on page 34 of my report in Paragraphs 4 and 5, Frank Ragusa, Jr. sustained occupational exposures to asbestos from Foster Wheeler boilers, Riley Stoker boilers, General Electric turbines, and Westinghouse turbines that exceeded historical and occupational exposure limits and that significantly increased his risk of mesothelioma.

I declare under the penalty of perjury under the laws of the United States of America that

the foregoing is true and correct and that this declaration was executed on this 10<sup>th</sup> day of March,

2023, at Hayward, California.

ERARD BARIL, CIH

Case 24-32428-KLP E	Exhibit(s) 6	 Desc
FACS 335		 om

January 11, 2023		
то	Mr. Jonathan Clement, Attorney at Law Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471	rcfirm@rousselandclement.com Phone: 985-778-2733
FROM	Gerard L. Baril, MS, CIH Forensic Analytical Consulting Services 21228 Cabot Boulevard Hayward, CA 94545	shark56@yahoo.com Phone: 415-632-7926
RE	Frank Ragusa, Jr. v. Asbestos Defendants Industrial Hygiene Perspectives Regarding Exposure to Asbestos FACS Project #PJ74427	

Dear Mr. Clement,

Fo

I have been retained by attorneys representing Mr. Frank Ragusa, Jr. to provide opinions on his exposure to asbestos, industrial hygiene issues related to his exposure, and his consequential development of mesothelioma. This report provides my opinions regarding the Frank Ragusa, Jr. case. Specifically, the report will discuss asbestos and occupational exposure conditions that detrimentally impacted the health of Mr. Frank Ragusa, Jr.

The opinions expressed herein are based on my research and review of various documents that address asbestos exposures in occupational settings, depositions, my education and training, and my more than forty years of professional experience in the field of environmental health and safety.

## EXPERT WITNESS BACKGROUND INFORMATION

My name is Gerard L. Baril, CIH. I am a part-time Senior Project Manager employed by Forensic Analytical Consulting Services (FACS) located at 21228 Cabot Blvd, Hayward, CA 94545. FACS is an environmental health and safety consulting firm that specializes in evaluating and managing a variety of biological, chemical, and physical agents that impact human health. FACS provides asbestos, lead, mold, and PCB surveys, indoor environmental quality evaluations, occupational exposure monitoring, environmental health and safety plans, litigation support, and a variety of other services. FACS' clientele includes contractors, facility managers and owners, hospitals, attorneys, and insurance companies. FACS invoices \$420/hour for litigation support services which covers reviews of pertinent documents, related research, and travel. Deposition and trial services are invoiced at a rate of \$630.00/hour.

I have a Bachelor of Science Degree in Geology (1978) from Rensselaer Polytechnic Institute. I have a Master of Science Degree in Environmental Health (1987) from Hunter College of the City University of New York (now known as the CUNY Graduate School of Public Health & Health Policy). I have worked in the field of occupational safety, industrial hygiene, and environmental health since 1978. I have practiced industrial hygiene (starting as an industrial hygiene technician) since 1982. Over the decades, I have conducted hundreds of industrial hygiene surveys qualifying and quantifying workers' exposures to a wide array of airborne contaminants including asbestos. I have conducted hundreds of seminars and worker training sessions on

Right People. Right Perspective.

**EXHIBIT** 

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environmental health topics and safety issues ranging from asbestos to zinc. I have guestlectured on industrial hygiene topics at colleges in the New York City Metropolitan area. I have written or co-written employer safety compliance manuals addressing issues such as Bloodborne Pathogens, Ethylene Oxide, Hazard Communication, Silica, Confined Space Entry, Lead Hazards in Construction, etc.

I am certified in the comprehensive practice of industrial hygiene by the Board for Global EHS Credentialing (Certificate # CP 4362). I obtained my core and comprehensive practice certifications in 1989. I was most recently recertified in the year 2022. In order to maintain my CIH certification, I have received continuing education, usually in the form of professional development courses, in a wide array of industrial hygiene disciplines and subjects.

I am a member of the American Industrial Hygiene Association (AIHA) and a past-chairman (2004-2006) of the Membership Committee. I am a current member and past-treasurer (2017 to 2022). of the Northern California AIHA section. I am a past-member and Past-President (1994-1995) of the Metro New York Local AIHA section. I am a member of the ACGIH (formerly known as the American Conference of Governmental Industrial Hygienists). I am a member of the International Society of Indoor Air Quality and Climate.

Until August 2017, I was certified by the New York State Department of Labor as an Asbestos Project Monitor, Inspector, Management Planner, and Project Designer (Certificate # 88-04252). I was certified by the New York City Department of Environmental Protection as an Asbestos Investigator (Certificate # 114730).

My professional profile and curriculum vitae, attached as Appendices B and C, respectively, provide information regarding my background and experience.

I have testified in the states of Louisiana, New Jersey, and New York where I have been accepted as an industrial hygiene expert.

## **BASIS OF OPINIONS**

My opinions are based on my more than forty (40) years of professional experience, education and training, review of depositions and trial testimony, and an extensive review of documents related to asbestos exposures and diseases. A list of these documents is provided in Appendix A, Reliance Documents. These documents include government regulations and publications, voluntary guidelines, publications from professional organizations, and peer reviewed articles describing exposures, exposure conditions, health effects, industries and occupations with exposure to asbestos and the occurrence of diseases caused by asbestos. The opinions expressed herein are based on currently available information. If additional relevant information in this matter becomes available that alters or modifies these opinions, an appropriate revision will be reissued.

## **INDUSTRIAL HYGIENE**

Industrial hygiene is the art and science of anticipation, recognition, evaluation, prevention, and control of environmental health hazards in the occupational setting. These core industrial hygiene principles are also used to evaluate environmental health hazards in non-occupational settings. Industrial hygienists use information provided by employers, facility managers, equipment manufacturers and suppliers of materials to identify potential health hazards in occupational and

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non-occupational environments. Industrial hygienists also rely on interviews of employers and employees, research, education and training, and professional experience in the identification of potential environmental health hazards.

After potential hazards are identified, an evaluation of the workplace is performed to qualify and quantify the exposure to these hazards. This evaluation typically involves the review of: work or manufacturing process; administrative practices; exposure control measures s u c h as ventilation systems; employee work practices; usage of personal protective equipment; and other factors that may affect exposure. If available, pertinent employee medical surveillance records, training records, accident investigations reports, and workers compensation claims data may be reviewed. Management, supervisors, and employees are usually interviewed.

Air sampling is conducted to quantify workers' exposures to airborne contaminants. Personal, breathing-zone air samples are collected for workers who are directly exposed to contaminants and for other workers who may be indirectly impacted by the exposure producing activities and conditions. Stationary, area air samples are often collected in order to estimate exposure concentrations to other workers. The air sampling results are compared to legal standards, exposure guidelines, and prior air sample results, if they exist. Occupational exposure limits/guidelines are published by OSHA<sup>1-10</sup> [Permissible Exposure Limits (PELs)], ACGIH<sup>12-14</sup>[Threshold limit Values (TLVs)], NIOSH<sup>15</sup> [Recommended Exposure Limits (RELs)], and other voluntary guidelines.

After the exposure has been evaluated, industrial hygienists follow the principle, known as the hierarchy of controls, to prevent, control, limit and/or reduce employee exposures to airborne contaminants. The hierarchy of controls concept was expressed more than one century ago in the year 1913 by William Howe Tolman<sup>16</sup>, author of *Safety Methods for Preventing Occupational and Other Accidents and Disease*, the first industrial safety textbook published in the English language. The hierarchy of controls is as follows:

- 1. Substitution of a less hazardous or non-hazardous material for the hazardous material. This control effectively eliminates the hazard and is the preferred approach, though it may not always be feasible.
- Engineering controls can include process isolation or local exhaust ventilation that captures the contaminant at the point of generation. General area (dilution) ventilation is not recommended for the control of high hazard airborne particulates and carcinogens, such as asbestos.
- Administrative controls are used to limit employee exposure through employee job rotation, however, this methodology is not an optimal solution for reducing exposures to carcinogens, such as asbestos, that are capable of causing chronic irreversible disease.
- 4. Safe work practices include altering the process and/or the employee work practices to methods that diminish the exposure to the airborne contaminant.
- 5. Personal protective equipment, such as respirators, is the control measure of last resort. Variables such as protection factors, proper selection, fit, and maintenance limit respirator effectiveness. Most importantly, respirators do not eliminate exposure; they reduce exposure based on the fit and protection factor of the respirator.

Education and training about occupational health hazards (i.e., hazard communication), regardless of exposure control methodology, is imperative so that workers understand their health risks and the proper application and limitations of control methods.

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# BRIEF HISTORY OF ASBESTOS RELATED DISEASES

From a toxicological perspective, asbestos is doubtlessly the most extensively studied of all minerals. There exists a huge body of publications that document the well-established adverse health effects associated with airborne exposure to asbestos fibers including, but not limited to, asbestosis, lung cancer, and mesothelioma. In modern times, the diseases associated with exposure to asbestos have been known for more than a century.

#### <u>Asbestosis</u>

The occurrence of pulmonary fibrosis, commonly known as asbestosis has been known for over one hundred fifteen (115) years. In 1906, Dr. Montague Murray first described a case of a carder in an asbestos factory with pulmonary fibrosis<sup>17-19</sup>. In 1924, Dr. W.E. Cooke diagnosed pulmonary fibrosis in a woman who had worked in an asbestos factory<sup>17</sup>. In 1927, Dr. Cooke was the first to use the term asbestosis<sup>18</sup>. In 1928, Dr. H.E. Seiler presented a case study of a 40-y e a r - old asbestos worker with pulmonary fibrosis resulting from asbestos exposure<sup>20</sup>. In 1929, Dr. A.C. Haddow described clinical symptoms caused by pulmonary asbestosis<sup>21</sup>. Due to the occurrence of these asbestosis cases, Dr. Merewether and C.W. Price conducted a survey of asbestos workers for the years 1928 to 1930. Their survey found that 26.2% of 363 asbestos workers had asbestosis<sup>22</sup>.

## Lung Cancer

The occurrence of asbestos-induced lung cancer has been known for nearly ninety (90) years. The association of asbestos workers with the development of lung cancer first appeared in the medical literature in the mid-1930s. Drs. Lynch and Smith were the first to report a possible association of lung cancer associated with asbestos exposure in 1935<sup>23</sup> and presented two (2) more asbestos-related lung cancer case studies in 1939<sup>24</sup>. In 1935, Dr. Gloyne reported two (2) cases of female asbestos workers with asbestosis and lung cancer<sup>25</sup>. Dr. Holleb reported two (2) cases of asbestos insulators (pipe coverers) dying of lung cancer in 1941<sup>26</sup>. In 1943, Dr. Homburger described three (3) cases of lung cancer occurring in asbestos workers and also summarized the occurrence of nineteen (19) cases of lung carcinoma in asbestos workers for the period 1935-1942<sup>27</sup>. In 1948, Cureton described lung cancer occurring in a woman who made asbestos pipe covers for seven years<sup>28</sup>. In the English Annual Report of The Chief Inspector of Factories for The Year 1947, Merewether found that of the 235 deaths caused by asbestos for the years 1924 to 1946, cancer of the lungs or pleura (mesothelioma) was present in 13.2% of the cases<sup>29</sup>. In 1955, Doll, in reviewing the necropsy data of 105 asbestos workers, found 18 instances of lung cancer. He concluded that asbestos workers employed for 20 or more years had a lung cancer risk which was ten (10) times greater than the general population<sup>30</sup>.

# **Mesothelioma**

The term, mesothelioma, appears in the medical literature in the year 1941 when Drs. Klemperer and Tedeschi described mesothelioma as a neoplasm *"involving the entire pleura and usually completely ensheathing the lung*<sup>30</sup>." Mesothelioma caused by exposure to asbestos has been reported in the literature for over seventy-five (75) years. In 1947, Dr. Tracy Mallory described a 37-year-old Swedish asbestos worker who was diagnosed with mesothelioma of the pleura and pericardium<sup>32</sup>. As mentioned above, Merewether's 1947 report identified cancer of the lungs or pleura

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(mesothelioma) in 13.2% of the 235 asbestosis death cases<sup>29</sup>. In 1960, Wagner et.al. published *Diffuse Pleural Mesothelioma and Asbestos Exposure in the North Western Cape Province* which documented thirty-three (33) cases of mesothelioma<sup>33</sup>. In three (3) studies published from 1964-1965, Drs. Selikoff, Hammond, and Churge et.al. described an *"extraordinarily high incidence"* of the occurrence of mesothelioma in workers exposed to asbestos<sup>34-38</sup>. The history of asbestos related disease is summarized in Table I.

TABLE I – History of Asbestos Related Diseases			
Disease	Year	Physicians	Citation
Asbestosis	1906	Montague Murray	Carder in asbestos factory with pulmonary fibrosis <sup>17-19</sup>
	1924	W.E. Cooke	Pulmonary fibrosis in woman who worked at asbestos factory <sup>17</sup>
	1927	W.E. Cooke	Use of term "asbestosis" <sup>18</sup>
	1928	H.E. Seiler	Case study of asbestos worker with pulmonary fibrosis caused by asbestos exposure <sup>20</sup>
	1929	A.C. Haddow	Describes clinical symptoms of asbestosis <sup>21</sup>
	1928 - 1930	Merewether and Price	26.2% of asbestos workers had asbestosis <sup>22</sup>
Lung cancer	1935	Lynch and Smith	Possible association with asbestos exposure and lung cancer <sup>23</sup>
	1935	Gloyne	2 cases of asbestos workers with asbestosis and lung cancer <sup>25</sup>
	1939	Lynch and Smith	Two cases studies of lung cancer associated with asbestos exposure <sup>24</sup>
	1941	Holleb	2 asbestos insulators dying of lung cancer <sup>26</sup>
	1943	Homburger	3 lung cancer cases in asbestos workers; 19 lung cancer cases in asbestos workers from 1935-1942 <sup>27</sup>
	1948	Cureton	Lung cancer in asbestos pipe cover worker <sup>28</sup>
	1947	Merewether	235 deaths caused by asbestos from 1924- 1946; 13.2% of cases with lung cancer or mesothelioma <sup>29</sup>
	1955	Doll	Necropsy of 105 asbestos workers, 18 lung cancers; asbestos workers employed 20+

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TABLE I – History of Asbestos Related Diseases			
Disease	Year	Physicians	Citation
. :			years have lung cancer risk 10 times greater than general population <sup>30</sup>
Mesothelioma	1947	Mallory	Asbestos worker diagnosed with mesothelioma <sup>32</sup>
	1947	Merewether	235 deaths caused by asbestos from 1924- 1946; 13.2% of cases with lung cancer or mesothelioma <sup>29</sup>
	1960	Wagner	33 cases of mesothelioma in South Africa <sup>33</sup>
	1964 -1965	Selikoff, Hammond, and Churge	Extraordinarily high incidence of mesothelioma in asbestos exposed workers <sup>34-38</sup>

# OCCUPATIONAL EXPOSURE STANDARDS, LIMITS, AND GUIDELINES

For over ninety (90) years, various governmental and non-governmental organizations have instituted regulations, recommendations, and guidelines intended to reduce the risk of workers developing diseases as a consequence of their exposures to asbestos in the occupational setting. The earliest initial regulations and guidelines were primarily targeted towards reducing workers' risk of developing asbestosis. Until recently, as knowledge that asbestos exposure was capable of causing cancer, regulations were updated and modified.

# A. United Kingdom

In response to the prevalence of asbestosis in asbestos workers documented by Dr. Merewether<sup>22</sup> in 1931, the United Kingdom issued *Statutory Rules and Orders, 1931, No.1140, The Asbestos Industry Regulations*<sup>37</sup>. These regulations required employers to use ventilation, wet methods, good housekeeping, and respiratory protection to limit worker exposure to asbestos.

#### B. United States of America - State Regulations

In the United States, starting in the late 1930s, several states issued regulations that required employers to control exposure to hazardous materials, including asbestos.

## i. <u>California</u>

In 1939, California issued *Basic Safety and Health Requirements*<sup>38</sup> that addressed occupational exposure to dusts, fumes, and vapors. Along with setting an asbestos toxic threshold limit, California required employers to:

- · follow the aforementioned hierarchy of controls to limit worker exposures;
- substitute non-hazardous equipment, materials, or processes;
- implement housekeeping; and

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- provide change rooms and showers.
- ii. Louisiana

In 1943, the Louisiana State Board of Health issued its Sanitary Code<sup>39</sup> which established industrial health regulations for employers. The sanitary code:

- established a permissible limit for asbestos of 5 million particles per cubic foot (equivalent to 30 fibers/cubic centimeter or f/cc);
- required employers to use local exhaust ventilation to control exposures;
- required employers to provide respirators to employees working in locations where airborne contaminant exposures exceeded the permissible limit; and
- required dressing rooms for workers exposed to hazardous materials.
- iii. <u>Oregon</u>

In 1945, Oregon issued Rules and Regulations for the Prevention and Control of Occupational Diseases<sup>40</sup>. Oregon's safety and health regulations, similar to those of California, included an asbestos maximal allowable concentration of 5 million particles per cubic foot (30 f/cc).

iv. <u>Ohio</u>

In 1947, Ohio<sup>41</sup> issued regulations similar to those promulgated by the aforementioned states.

#### C. United States of America – Federal Regulations

#### i. <u>Walsh-Healey 1936, 1942</u>

At the federal level, the United States Department of Labor issued the Walsh-Healey Public

*Contracts Act* in 1936<sup>42</sup>. The act, revised in 1942<sup>43</sup>, applied to business entities with government contracts. *Section VII – Safety and Health* explicitly stated that the act's regulations applied to employers, product manufacturers and suppliers, and equipment manufacturers as is evident in this excerpt from the act:

"No part of such contract may be performed nor will any of the **materials**, **supplies**, **articles**, **or equipment to be manufactured** [emphasis added] or furnished under said contact be manufactured or fabricated in any plants, factories, buildings, or surroundings or under working conditions which are insanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of said contract."

The Walsh-Healey Act of 1942 required employers to reduce worker exposures to harmful atmospheric contaminants:

"...at the point of origin, by local exhaust, to prevent harmful contaminants from passing through the breathing zone of the worker."

Furthermore, the sanitation section of the Walsh-Healey Act of 1942 recognized the need and importance of preventing contamination of street clothes by work clothes by requiring employers to provide dressing rooms for employees. Section XII (b) required the following of companies:

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"Workers who handle or are exposed to harmful materials in such a manner that contact of work clothes with street clothes will communicate to the latter the harmful substances accumulated during working hours shall be provider with facilities which will prevent this contact<sup>43</sup>..."

The Walsh-Healey Act of 1942 also required employers to provide washroom facilities:

"...for maintaining personal cleanliness..."

#### ii. United States Navy and Maritime Commission

In 1943, the United States Navy and Maritime Commission issued *Minimum Requirements* for *Safety and Industrial Health in Contract Shipyards*<sup>45</sup>. This document included asbestos-specific requirements which included:

- segregation of dusty work areas,
- special ventilation,
- wearing of respirators, and
- periodic medical examinations of workers.

In addition to asbestos-related requirements, the United States Navy and Maritime Commission required employers to:

- establish a safety committee.
- perform workplace inspections.
- conduct employee safety training
- provide workers with personal protective equipment.
- maintain a high standard of housekeeping

#### iii. Walsh-Healey 1951

The Walsh-Healey Act was updated in 1951<sup>44</sup>. The 1951 update reiterated the 1942 requirements and also incorporated the American Conference of Governmental Hygienists' Asbestos Threshold Limit Value—Time Weighted Average of 5 mppcf<sup>14</sup> (million particles per cubic foot of air). In Section H 1(*b*) of the act, Environmental Conditions and Personal Services, a series of control measures were required to control exposure to harmful contaminants:

- (1) Inclosure [sic] of such process or operation.
- (2) Isolation or rearrangement of such process or operation.
- (3) Substitution of non-toxic material.
- (4) Wet methods.
- (5) Dilution by general ventilation.
- (6) Local exhaust ventilation.
- (7) Temperature control.

The 1951 Walsh-Healey Act also had requirements for:

- distinctive marking of hazardous chemicals as to their nature;
- personal protective equipment;
- respiratory protection;
- dressing rooms (to prevent contact of contaminated work clothes with street

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clothes) and;

# washroom facilities.

#### iv. OSH Act 1970<sup>11</sup>

In 1970, the OSH Act became law and established the Occupational Safety and Health Administration (OSHA). Section 5(a)(1) of the OSH Act, usually referred to as the general duty clause, states:

"each employer [emphasis added] shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees<sup>11</sup>."

The OSH Act was approved on December 29, 1970. Employers were required to comply with the requirements of the Act by July 1, 1971.

### v. 29 CFR 1910.93 Air Contaminants<sup>1</sup>. (Gases, vapors, fumes, and mists.) – May 1971

OSHA's first regulation to address asbestos was issued in May 1971<sup>1</sup> which established a Permissible Exposure Limit (PEL) of 12 f/cc (twelve fibers of asbestos per cubic centimeter of air) listed in Table G-3 of the standard. This standard was based on ACGIH's asbestos TLV which had previously been adopted under Walsh-Healey Act of 1951.

### vi. 29 CFR1910.93a Asbestos Dust<sup>2</sup> – December 1971

In December 1971, OSHA issued an *Emergency Standard for Exposure to Asbestos Dust*, 29 CFR1910.93a, Asbestos dust., which reduced the PEL from 12 f/cc to 5 f/cc because:

"exposure of 12 fibers per milliliter... constitutes a grave danger to employees..."

In addition to lowering the PEL, OSHA established the following asbestos-specific requirements to limit exposure:

- Engineering methods.
- Local exhaust ventilation and dust collection systems for hand or power operated tools.
- Respiratory protection and a respiratory protection program.
- Collection and disposal of asbestos waste and scrap in sealed bags.
- Clean-up of asbestos using vacuum cleaners; no dry sweeping.

#### vii. <u>29 CFR1910.93a Asbestos<sup>3</sup> – June 1972</u>

In June 1972, OSHA issued a new asbestos standard which included the 8-hour PEL of 5 f/cc and a ceiling limit of 10 f/cc. The new standard also required:

- Engineering controls isolation, enclosure, dust collection, etc.
- Local exhaust ventilation.
- Use of tools with local exhaust ventilation systems.
- Wet methods.
- Personal protective equipment.
- Respiratory protection and establishment of a respiratory protection program.

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- Special clothing, change rooms, and separate lockers to prevent crosscontamination.
- Employee exposure monitoring.
- Hazard Communication
  - o Caution signs posted where exposures may exceed the PELs.
  - o Caution labels affixed to materials containing asbestos.
- Medical surveillance every employee exposed to asbestos.
- Housekeeping and hygiene.

The June 1972 asbestos standard included a provision that, effective July 1, 1976, reduced the asbestos 8-hour PEL from 5 f/cc to 2 f/cc.

#### viii. 29 CFR1910.1200 Hazard Communication - November 198399

The intent of the hazard communication standard was for workers to be informed about the hazardous substances to which they are exposed and the necessary engineering controls, safe work practices, and personal protective equipment necessary to protect themselves. The standard established that employees have a right to know about the hazardous chemicals with which they work or to which they could be exposed, and the measures they can take to avoid injury or illness when working with these chemicals. The major requirements of the standard were:

- For employers to establish a written hazard communication compliance program.
- To ensure that hazardous chemicals used in the workplace are labeled and that a list of chemicals is maintained.
- For employers to acquire and make available to employees Material Safety Data Sheets (MSDS) for all hazardous chemicals.
- For employees to receive information and training so that they are informed of the requirements of the standard and trained about hazards in their workplace.
- For contractors and their employees to be informed of hazards before performing work in a facility and that sub-contractors inform companies of any hazardous materials they bring to a facility.

#### ix. 29 CFR 1926.58 - June 1986<sup>6</sup>

In June 1986, OSHA reduced the 8-hour PEL from 2 f/cc to 0.2 f/cc. Furthermore, the new asbestos standard featured an expanded scope and application that was specific to construction work which included:

- Demolition or salvage of structures where asbestos, tremolite, anthophyllite, or actinolite is present;
- Removal or encapsulation of materials containing asbestos, tremolite, anthophyllite, or actinolite;
- Construction, alteration, repair, maintenance, or renovation of structures, substrates, or portions thereof, that contain asbestos, tremolite, anthophyllite, or actinolite;
- Installation of products containing asbestos, tremolite, anthophyllite, or actinolite;
- Transportation, disposal, storage, or containment of asbestos, tremolite,

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anthophyllite, or actinolite or products containing asbestos, tremolite, anthophyllite, or actinolite on the site or location at which construction activities are performed.

Some of the other major requirements of the 1986 asbestos standard included:

- Hazard communication among employers at multi-employer work sites;
- Requirements for asbestos removal, demolition, and renovation operations;
- Requirement for a competent person to oversee asbestos compliance activities; •
- Revised exposure monitoring provisions; •
- Revised engineering controls and work practices and hygiene;
- Revised respiratory protection requirements;
- Revised protective clothing provisions; .
- Hygiene facilities including decontamination procedures;
- Revised hazard warnings for signs and labels;
- Revised employee training and information; and •
- Revised medical surveillance.

#### x. 29 CFR 1926.58 - September 19887

In 1988, OSHA amended the OSHA asbestos standard to include an Excursion Limit of 1 f/cc averaged over thirty (30) minutes.

#### ix. 29 CFR 1926.1101 - August 19948

In 1994, OSHA reduced the 8-hour PEL from 0.2 f/cc to the current concentration of 0.1 f/cc. Major additional asbestos requirements included:

- Establishment of the concept of presumed asbestos containing material (PACM);
- Requiring owners to notify tenants, employees, and other employers of potential asbestos exposures:
- Expansion of multi-employer work site requirements;
- · Establishment of four asbestos work classifications and required controls for each classification

The current asbestos occupational exposure limits are indicated in Table II.

ure Limit	5
TWA	STEL/EL
0.1 f/cc	0.5 f/cc (STEL)
0.1 f/cc	1 f/cc (EL)
0.1 f/cc	
	TWA           0.1 f/cc           0.1 f/cc

TWA - 8-hour time weighted average

STEL – short term exposure limit, based on 15 minutes of exposure EL – OSHA excursion limit, based on 30 minutes of exposure

REL - Recommended Exposure Limit PEL

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AL - action level

PEL - Permissible Exposure Limit

TLV - Threshold Limit Value

ACGIH - formerly American Conference of Governmental Industrial Hydenists

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The existence of occupational exposure limits does not imply that there is a known safe level of exposure to asbestos. The ACGIH TLV<sup>12</sup>, NIOSH REL<sup>46-48</sup>, and OSHA PELs are not fully protective.

In 1972, ACGIH designated asbestos as an A1, <u>Confirmed Human Carcinogen</u><sup>12,13,46</sup>. As such, ACGIH recommended that:

"worker exposure by all routes should be carefully controlled to levels as low as possible below the TLV<sup>21</sup> [emphasis added]."

In its 1976 *Revised Recommendation, Asbestos Standard* and 1980's *Workplace Exposure to Asbestos* publications, NIOSH stated:

*"Evaluation of all available human data provides no evidence for a threshold or for a "safe" level of asbestos exposure.*<sup>49,50</sup>*"* 

NIOSH, in its 1991 testimony on OSHA's proposal to reduce the asbestos permissible exposure limit from 0.2 f/cc to 0.1 f/cc, stated:

"Lowering the time-weighted average (TWA) PEL from 0.2 to 0.1 f/cc will substantially reduce the health risk; however, even at this concentration, **the resulting number of** cancer deaths estimated by OSHA would still be excessive<sup>47</sup> [emphasis added]."

and

"Where fiber exposures cannot be eliminated, **exposures must be controlled to concentrations below 0.1 fiber/cc**<sup>47</sup> [emphasis added]."

In the preamble to the 1994 revision of the asbestos standard, with respect to the development of cancer, OSHA stated that:

"...reducing exposure to 0.1 f/cc would further reduce, but not eliminate, significant risk<sup>8</sup>." and

"...continued exposure to asbestos at the TWA permitted level and **the action level would still present residual risks to employees which are significant**<sup>9</sup> [emphasis added]."

Other government agencies that consider asbestos to be a human carcinogen include the Department of Health and Human Services<sup>51</sup> and the Environmental Protection Agency<sup>52-55</sup>. The International Agency for Research on Cancer (IARC) has determined that asbestos is a human carcinogen<sup>56,57</sup>.

# ASBESTOS EXPOSURE AND MESOTHELIOMA

With respect to asbestos exposure and development of mesothelioma, epidemiology studies have shown that <u>exposure to asbestos below occupational exposure limits does not eliminate the risk of</u> <u>developing mesothelioma</u>. In a 1996 case-control (408 cases/387 controls) study conducted in France, Iwatsubo et.al. found that:

"A significant excess of mesothelioma was observed for levels of cumulative exposure that were probably far below the limits adopted by many industrial companies during the 1980s<sup>58</sup>."

In 1997, a meeting of international experts on asbestos, consisting of pathologists, radiologists,

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occupational and pulmonary physicians, epidemiologists, toxicologists, industrial hygienists, and clinical and laboratory scientists, resulted in the production of a document entitled *"The Helsinki Criteria."* Within this criteria document, the experts collectively stated:

"An occupational history of **brief or low-level exposure** [emphasis added] should be considered sufficient for mesothelioma to be designated as occupationally related<sup>59</sup>."

In a 2001 German study of 125 mesothelioma patients matched to 125 controls, Rodelsperger<sup>60</sup> found an eight-fold excess risk of developing mesothelioma occurred to individuals exposed to low levels of asbestos (>0.0 – 0.15 f/cc-years) when compared to non-exposed individuals.

In a 2002 analysis of 1,445 mesothelioma cases, Dr. Roggli<sup>61</sup> et.al. found that:

"...the industry with the largest number of (mesothelioma) cases was shipbuilding."

Roggli's analysis indicated that the insulation, oil and chemical, and power plant industries ranked fourth, fifth, and sixth, respectively, in the amount of mesothelioma cases<sup>61</sup>.

Roggli's analysis also found mesothelioma occurring in individuals with an asbestos exposure duration as little as 1 month<sup>61</sup>.

Based on a world-wide literature review of case, case-control, and cohort epidemiology studies involving asbestos exposure and mesothelioma, Kanarek concluded in his 2011 study that:

"An occupational history of **brief or low level exposure** [emphasis added] is considered sufficient for mesothelioma to be considered occupationally related<sup>62</sup>..."

and

"...current regulatory levels for asbestos may be capable of mesothelioma carcinogenicity. **Brief or low exposures** [emphasis added] to asbestos are capable of mesothelioma carcinogencity<sup>62</sup>."

In another French case-control (437 cases/874 controls) study, published in 2014, Lacourt<sup>63</sup> found that a four times excess risk of developing mesothelioma occurred to individuals exposed to low levels of asbestos (> 0.0 - 0.1 f/cc-years) when compared to non-exposed individuals.

In a 2014 Netherlands study, Offermans concluded that:

"Asbestos levels encountered at the lower end of the exposure distribution may be associated with an increased risk of pleural mesothelioma, lung cancer, and laryngeal cancer<sup>64</sup>."

Dr. Laura Welch and 51 other scientists, including Dr. David Michaels who served as the administrator of OSHA for nine years, performed a review of the scientific literature with respect to asbestos exposure and mesothelioma. The consensus of that group of experts is that:

"... brief and low level exposures [emphasis added] to asbestos can cause mesothelioma<sup>65</sup>."

# EXPOSURE TO ASBESTOS CONTAINING FRICTION PRODUCTS CAUSES MESOTHELIOMA

The occurrence of mesothelioma and other diseases associated resulting from exposure to asbestos structures released from brakes and other friction products has been documented in case reports and studies as indicated below:

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- In 1965, Newhouse and Thomson in a study involving 83 cases of mesothelioma identified two cases of mesothelioma: a brake liner and a garage hand/chauffeur/mechanic<sup>65</sup>.
- In 1974, Greenburg and Davies identified a case of a man with mesothelioma whose hobby involved relining and refitting of clutches and brakes<sup>67</sup>.
- In 1970, McDonald et al identified two definite cases of occupational exposure to mesothelioma in two workers who performed brake lining installation<sup>68</sup>.
- In 1978, Vianna and Polan identified a woman with no known occupational exposure to asbestos who had developed mesothelioma. The study indicated that the woman's husband was a brake -lining worker<sup>59</sup>.
- In 1989, Huncharek et al. identified mesothelioma in a patient who worked as a brake mechanic for 9 years<sup>70</sup>. The worker often used compressed air to "blow out brake drums."
- In 2004, Lemen, based on a review of published peer reviewed literature identified 165 cases of mesothelioma in users of friction products<sup>71</sup>.
- In In 2012, Freeman et al. concluded that... "there is a "net" of evidence favoring a causal relationship between brake dust-associated chrysotile exposure and mesothelioma.<sup>72</sup>)

# FRANK RAGUSA, JR.'S OCCUPATIONAL ASBESTOS EXPOSURE HISTORY

Throughout his adult lifetime, Mr. Frank Ragusa, Jr. sustained multiple exposures to asbestos containing products at multiple workplaces. He sustained direct and bystander exposures to asbestos throughout the decades. Mr. Ragusa indicated that he observed visible dust<sup>118</sup> while working with and around asbestos products. A description of the uncontrolled asbestos exposures which he sustained at these sites is provided below. All indicated dates and time frames are approximate.

# 1. Employer: Avondale Shipyards

Mr. Ragusa worked at Avondale during several separate stints as a direct employee. During the time frames indicated below, he sustained exposures to asbestos resulting from asbestos structures released from asbestos cloth and asbestos wallboard.

#### a. June 5, 1972 to August 15, 1972

Mr. Ragusa, Jr. was initially employed by Avondale Shipyards as a tack welder at the Westwego Yard. He stated that his primary tasks involved tack welding of I-Beams and bulkheads on LASH Barges. During each and every day, he would cut two pieces of asbestos cloth, one for himself and the other for his fitter, from a roll of cloth located in the tool room. Mr. Ragusa identified the cloth material as Uniroyal asbestos cloth. He and his fitter either kneeled or laid upon the cloth while performing their work. In order to prevent burns from contact with welding sparks and slag when performing overhead work, he and the fitter covered themselves with the asbestos cloth.

Mr. Ragusa indicated that he saw Uniroyal asbestos cloth removed from boxes which indicated the name Eagle. He also saw boxes of insulation with the name Taylor-Seidenbach indicated on the

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boxes. He indicated that there were no asbestos health hazard warnings on the asbestos cloth or the boxes which contained the asbestos cloth.

The use of Uniroyal Asbestos cloth at Avondale Shipyards is corroborated by the following employees who worked at Avondale during timeframes which overlap Mr. Ragusa's initial stint:

- Logan LeFort pipefitter (1962 1991)
- Callen Dempster insulator (1963 1994)
- Frenchie Bordelon Superintendent of Insulators (1939 1990s)
- Luther Dempster Insulator Foreman (1952 1990s)
- Michael Comardelle Electrician (1967 1974)
- Callen Cortez Tacker and Welder (1969 1974)

Mr. Ragusa sustained exposures to asbestos from Uniroyal cloth during the following activities:

- Daily cutting of the cloth which released visible fibers;
- Kneeling and laying upon the cloth while welding;
- Shaking the cloth after it was picked-up from a surface; and
- Fiber releases when positioning and removing asbestos cloth overhead.

Furthermore, Mr. Ragusa's exposure to asbestos fibers continued beyond his work shift as he was exposed to fibers released from his asbestos contaminated clothes which he wore home as Avondale Shipyards did not provide lockers for changing from street clothes to work clothes, did not provide coveralls, and did not instruct employees to shower after working with a known hazardous material.

Mr. Ragusa indicated that Avondale took no actions to protect him from exposure to asbestos as Avondale:

- Provided no asbestos health hazard warning information.
- Provided no respirators to employees exposed to asbestos.
- Used no vacuum systems to capture airborne releases of asbestos fibers.
- Did not use wet methods to limit airborne release of asbestos structures from asbestos containing materials.
- Conducted no air sampling to assess workers' exposures to asbestos.
- No medical surveillance of workers.
- Allowed employees to wear contaminated work clothes home.

The testimony of Callen Cortez further corroborates Mr. Ragusa's statement regarding the use of Uniroyal asbestos cloth at Avondale shipyards. Mr. Cortez stated that in order to prevent burns from contact with welding sparks and slag, he covered himself with Uniroyal asbestos cloth. He covered his whole body when performing overhead and horizontal welding. He knew that the cloth contained as asbestos as the words "asbestos cloth" were written on the cloth box, however, no asbestos health hazard warnings were written on the asbestos cloth box. The asbestos cloth was obtained from the Avondale tool room. He obtained new cloth every day that he welded. The cloth was rolled out of a box and ripped with a razor knife

The testimony of several former Avondale employees indicate that Avondale Shipyard officials were aware of asbestos hazards and controls, but delayed taking effective actions to protect their employees.

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- Ollie Gatlin, who hired Mr. Ragusa, worked at Avondale from 1964 to 1985 stated that he was aware that asbestos was a health hazard in 1960 and testified that he discussed this information with Avondale's Safety Department and superintendents of various production departments as early as 1964. Mr. Gatlin also stated that he was aware that workers could carry asbestos home on their clothing in 1964.
- Luther Dempster, a former insulator foreman who worked at Avondale from the 1950s until the 1990s, testified that Avondale performed no asbestos exposure monitoring until after the creation of OSHA. Furthermore, he stated that some Avondale officials, including Frenchie Bordelon, the Superintendent of Insulators, had advanced notice of planned OSHA inspections. Two-weeks prior to OSHA inspections, the Avondale yard would undergo a major clean-up. Luther Dempster indicated that Frenchie Bordelon directed that the OSHA inspector be brought to shipyard areas to perform asbestos air monitoring where no work involving asbestos was being performed. He indicated that Avondale did not seek to buy asbestos-free insulation until sometime after the creation of OSHA, but Avondale continued to use asbestos products until the warehouse inventory was exhausted. Asbestos was disposed of in regular trash containers or swept into the river. No precautions were taken until around 1982-1983.

#### b. September 12, 1975 to March 29, 1979

Mr. Ragusa worked as a crane relief operator and a hooker (a.k.a. rigger) in the main yard. He sustained exposures to asbestos resulting from asbestos dust created during the sawing and installation of asbestos wall panels performed by Hopeman Brothers. This asbestos exposure occurred on the deck of a Zapata Rig. Mr. Ragusa stated that the wallboard cutting area was at the same location on the Zapata Rig where he was stationed to unhook equipment as it was loaded onto the rig. Hopeman Brothers personnel were present five days per week. He indicated that he was usually within 5 – 10 feet of Hopeman Brothers work.

He indicated that Hopeman Brothers cut the wallboard with Skilsaws and that no precautions were taken to contain or capture the resultant dust. He indicated that dust was flying everywhere. There were no vacuum capture systems mounted to the Skilsaws used by Hopeman Brothers.

The absence of environmental exposure controls resulting from Hopeman Brother's operations are corroborated by the testimony of the following former Avondale employees:

- Logan LeFort pipefitter (1962 1991)
- Callen Dempster insulator (1963 1994)
- Frenchie Bordelon Superintendent of Insulators (1939 1990s)
- Luther Dempster Insulator Foreman (1952 1990s)
- Jerry Savoie Laborer (1961 2006)
- Charlie Savoie Laborer (1959 1998)

Prior testimony from former Avondale employees indicate that the wall boards used by Hopeman Brothers during construction of living quarters aboard vessels were composed of Marinite/Micarta, asbestos containing materials. Installation of Micarta wallboard by Hopeman Brothers at Avondale Shipyards is confirmed by the testimony of former Avondale employees:

- Michael Comardelle electrician (1967 1974)
- Richard Rodrigue tack welder/ship fitter (1954 1996)

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Logan LeFort – pipefitter (1962 – 1991)

## 2. Harvey Industries (1973-3rd guarter to 1974 - 4th guarter)

Mr. Ragusa indicated that he operated an open cab Manitowoc 3900 65-ton crane for Harvey Industries. He indicated that he sustained asbestos exposures emitted by the crane's friction materials. He stated that the friction materials were associated with the boom hoist, load line hoist, and whip line hoist. There were no asbestos hazard warnings indicated on the crane.

#### Becker and Associates (1974-4<sup>th</sup> quarter to 1975-1<sup>st</sup> quarter)

Mr. Ragusa indicated that he operated an open cab Manitowoc 2900 25-ton crane for Becker and Associates. He operated the crane daily, 5-days per week, 8 hours per day. He indicated that he sustained asbestos exposures emitted by the crane's friction materials. He indicated that fiber emissions from the friction products were visible. He stated that the friction materials were associated with the main hoist, load line, and boom hoist. There were no asbestos hazard warnings indicated on the crane.

# 4. Louisiana Dock Company (1975 - 2<sup>nd</sup> and 3<sup>rd</sup> guarters to 1980)

Mr. Ragusa operated cranes manufactured by three companies as an employee of Louisiana Dock Company:

- Manitowoc 3900 (65-ton machine) and Manitowoc with Pony engine
- Marion
- American Crane (25-ton machine)

The cranes were located on barges. Mr. Ragusa stated that he operated Manitowoc cranes 60% of the time. The Marion crane was operated 40% of the time. He stated that he operated the American Crane a few times.

All of the aforementioned cranes had open operator cabs. The cabs had no fans and no airconditioning. The operator's cab had no separation from the cranes' powerhouses. The friction sources were located behind and to the side of the operator's cab within arm's reach. Friction materials on brake drums were visible. Exposure to asbestos occurred when engaging pedal controls which caused asbestos to be released from the friction materials. Friction materials were associated with the boom hoist, load hoist, and whip line.

Mr. Ragusa worked 5 days/week, 8 hours/day. He typically spent 30-40 hours /week in the operator's cab. He indicated that he was exposed to asbestos released from friction products all day long. There were no asbestos hazard warnings on the cranes or the asbestos friction products.

Mr. Ragusa also stated that he was exposed to asbestos when maintenance work was being performed on the cranes. He observed little asbestos fibers when the linings were removed. The fibers were observed in the hoist drums and the brake linings.

5. Goldking Construction (1983 – 1984)

Mr. Ragusa indicated that he operated an open cab Link-Belt 518 crane for Goldking Construction in Westwego. He indicated that he sustained asbestos exposures emitted by the crane's friction materials. Mr. Ragusa worked 5 days/week, 8 hours/day. He typically spent at least 30 hours /week in the operator's cab. There were no asbestos hazard warnings indicated

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on the crane. He received no asbestos hazard awareness training. No respirators were provided.

#### 6. Keystone General Contractors (1985 to 1989)

Mr. Ragusa indicated that he operated open cab Link-Belt model 98, 118, and 518 cranes and an open cab American Crane for Keystone. The American Crane was operated for a few months at a facility in Chauvin. The Link-Belt 98 crane was used at a jobsite in Leesville to drive piles in 1987 and/or 1988. The Link-Belt 518 crane was used to drive concrete piles at a jobsite in in St. Bernard Parish in 1988.

He indicated that between 1985 and 1988 he operated an open cab Link-Belt 118 crane at the Dow Plaquemine facility which resulted in him sustaining an exposure to asbestos emitted by the crane's friction products.

He indicated that he sustained asbestos exposures emitted by the cranes' friction materials. There were no asbestos hazard warnings indicated on the crane. He received no asbestos hazard awareness training. No respirators were provided.

#### 7. Pauline Management Services a.k.a. JP & Sons (1989)

Mr. Ragusa stated that he operated two Link-Belt 218 open cab truck cranes at the main yard of Avondale Shipyards. He describes the task of assisting with a gantry lift. He indicated that he sustained asbestos exposures emitted by the cranes' friction materials. There were no asbestos hazard warnings indicated on the crane. He received no asbestos hazard awareness training. No respirators were provided.

#### 8. <u>B&G Crane Service LLC (1989-2017)</u>

B&G Crane Services was Mr. Ragusa's last employer. B&G was a crane rental company and crane operator subcontractor to various refineries and chemical plants. The cranes were rented for turnarounds, maintenance, and repair work. Mr. Ragusa indicated that during his employment with B&G, the company owned dozens of cranes which included:

- Link-Belts (Models 98, 258,418, and 518 and Model 218s)
- Manitowoc
- American Crane
- Marion

B&G had two equipment yards. Mr. Ragusa stated that he spent approximately 35% of his work time in the yards. Mr. Ragusa indicated that he assisted mechanics in maintenance of all cranes, which included work on friction products, in the yards and in the field at job sites. He described repairing cranes as a two-person job. He was also directly exposed to asbestos when he personally removed and installed friction products. He indicated the removal of friction products took at least 2 hours and installing friction products took a similar amount of time. He described the process as dusty. He also sustained by bystander exposure to asbestos friction products when he assisted mechanics with crane maintenance at jobsites and the at the B&G equipment yards. He indicated that he saw asbestos dust emitted from brake pads when mechanics scuffed the pads with sandpaper. He described the use of compressed air during brake maintenance.

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In addition to asbestos friction product exposures sustained at the B&G equipment yards, he was also exposed to asbestos at job sites where he operated cranes. During his 28-year career at B&G, Mr. Ragusa operated cranes at more than two dozen job sites. He sustained occupational bystander exposures to asbestos when he left his crane operator cab and observed operations performed by pipefitters and insulation workers. At all of these sites, asbestos exposures were uncontrolled as:

- None of the owners/operators of these sites communicated the health hazards associated with exposure to asbestos containing materials and equipment utilized at their facilities.
- No asbestos exposure controls such as use of local exhaust ventilation systems to capture fibers or wet methods to prevent fiber emissions were employed.
- No steps to isolate Mr. Ragusa from exposure to asbestos materials and equipment were taken.
- There was no containment or regulated area established to prevent asbestos exposures during removal of thermal system insulation.
- None of the asbestos containing equipment or thermal insulation products were labeled with hazard warning information.
- Mr. Ragusa observed no asbestos air monitoring at these sites.
- He did not see site workers wearing respirators.
- No clothing coveralls were provided.
- He was never advised to change out of street clothes to work clothes.
- He was not advised to shower after exposures to asbestos.

The asbestos containing equipment and materials to which Mr. Ragusa was exposed are stated below.

i. <u>Air Products – Geismar</u>

Mr. Ragusa worked at this facility several times. He indicated that typically he was at the site for 2-3 weeks. Mr. Ragusa's crane operations involved removal of steam lines and valves. After these items were removed, they were placed on surfaces near his crane where insulators and pipefitters performed their tasks. Mr. Ragusa observed pipefitters removing Garlock 900 gaskets from flanges using scrapers, wire brushes, and wire wheels. He indicated that he could see the Garlock name on flanges before the gasket was removed. He indicated that the operations were very dusty and that he inhaled the dust. He was also exposed to dust released from old pipe insulation as he observed tear-out operations which he observed on a regular basis. No controls were utilized to contain asbestos exposure resulting from gasket removal. None of the insulation contractors wore respirators.

He also sustained exposure to asbestos emitted by friction products of the open cab Link-Belt 218 crane which he operated.

# ii. Air Products – East New Orleans

Mr. Ragusa worked at this facility several times. He indicated that typically he was at the site for 1-2 weeks. Mr. Ragusa's crane operations involved removal of steam lines and valves. After these items were removed, they were placed on surfaces near his crane where insulators and pipefitters performed their tasks. Mr. Ragusa observed pipefitters

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removing Garlock 900 gaskets from flanges using scrapers, wire brushes, and wire wheels. He indicated that he could see the Garlock name on flanges before the gasket was removed. He indicated that the operations were dusty and that he inhaled the dust. No controls were utilized to contain asbestos exposure resulting from gasket removal. None of the insulation contractors wore respirators.

He also sustained exposure to asbestos emitted by friction products of the open cab Link-Belt 218 crane which he operated.

#### iii. Borden Chemical- Geismar

Mr. Ragusa recalls working at Borden Chemicals less than 10 times. He operated a Link-Belt 258 truck crane. His task was removal of hot pipes, valves, and sometimes covers of machinery engines. He recalls working around pipefitters, insulators, and boilermakers at this facility. Mr. Ragusa observed pipefitters removing Garlock 900 gaskets from flanges using scrapers, wire brushes, and wire wheels. He indicated that he could see the Garlock name on flanges before the gasket was removed. He indicated that the operations were dusty and that he inhaled the dust. No controls were utilized to contain asbestos exposure resulting from gasket removal. None of the insulation contractors wore respirators.

#### iv. <u>BP Alliance – Belle Chasse</u>

Mr. Ragusa first performed work at the BP Alliance site in 1990. He stated that he worked at the site during 3 or 4 turnarounds and he also performed occasional maintenance work. Site work lasted 3 weeks to 4 months. Mr. Ragusa's crane operator tasks included removing steam lines and valves, removing trays from vessels, and taking down scaffolds. Mr. Ragusa worked around pipefitters, insulation workers, and boilermakers. Mr. Ragusa observed pipefitters removing Garlock 900 gaskets from flanges using scrapers, wire brushes, and wire wheels. He indicated that he could see the Garlock name on flanges before the gasket was removed. He was located within 10 to 15 feet of gaskets as they were removed and changed out. He indicated that the operations were dusty and that he inhaled the dust. No controls were utilized to contain asbestos exposure resulting from gasket removal

He was also exposed to insulation removal dust throughout the 1990s into the 2000s. The removed pipes were insulated. He stated that the removed insulation had a half-moon shape. The removed pipes were within 15 feet from his crane. None of the insulation contractors wore respirators. No containment or separation from asbestos released during insulation removal occurred before the year 2000 at the site.

Mr. Ragusa recalled an asbestos exposure incident that occurred circa 1993 when he was at the site during a turnaround conducted during the night shift. He stated that a cold front came in from the north and that a representative of BP told personnel to evacuate the work area because the winds had torn insulation loose resulting in asbestos in the air. Mr. Ragusa described the scene as a dust storm. The area remained evacuated for the balance of the shift.

Mr. Ragusa operated a variety of cranes and cherry pickers at the site. Mr. Ragusa was exposed to asbestos released by friction materials of the Link-Belt 518 open cab crane that he operated at the site during a project which lasted 3-4 weeks.

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#### v. CF Industries - Donaldsville

Mr. Ragusa indicated that he worked at the site a few times with job durations lasting 1 - 2 weeks. His work involved removal of steam line and valves. He also installed scaffolds. Mr. Ragusa worked around pipefitters and insulation workers. Mr. Ragusa observed pipefitters removing and installing Garlock 900 gaskets. He observed gasket removal from flanges by insulators and pipefitters who used scrapers, wire brushes, and wire wheels. He indicated that he could see the Garlock name on old gaskets. He indicated that the operations were very dusty and that he inhaled the dust. No controls were utilized to contain asbestos exposure resulting from gasket removal

He was also exposed to insulation removal dust during tear out operations. No controls were utilized to control dispersion of dust which he inhaled.

Mr. Ragusa was exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane that he operated at the site.

#### vi. <u>Ciba Geigy – St. Gabriel</u>

Mr. Ragusa recalls two site visits to the Ciba-Geigy site. The first job occurred in the first half of the 1990s and lasted 3-4 days. Each shift lasted 10-hours. Mr. Ragusa was exposed to asbestos released by friction materials of the Link-Belt 518 open cab crane that he operated at the site.

His second visit to the site involved repair work. His task was to remove insulated lines and valves and to erect scaffold. He worked around pipefitters and insulators. He was located within 5 to 7 feet of pipefitters who were removing Garlock 900 gaskets from flanges using scrapers, wire brushes, and wire wheels. The name of Garlock could sometimes be observed on the old gaskets. Gasket removal was performed dry which resulted in dust which he inhaled. Pipefitters also installed new Garlock 900 gaskets on flanges.

He was also exposed to insulation removal dust during tear out operations. No controls were utilized to control dispersion of dust which he inhaled.

#### vii. Dow Chemical - Plaquemine

Mr. Ragusa worked at the Dow site several times for durations of 4-5 days and sometimes up to 1 month. He operated cranes which were used to remove piping and valves and to install piping and valves. He worked around pipefitters and insulators. He observed pipefitters using wire wheels and a power grinder to remove Garlock 900 gaskets attached to valves and flanges. He described the operations as very dusty and he inhaled the resultant dust. He also observed pipefitters installing Garlock gaskets multiple time. No personal protective equipment or respirators were worn by the pipefitters or Mr. Ragusa. No exposure controls were utilized.

# viii. Exxon

Mr. Ragusa worked at three Exxon facilities. In general, his crane involved removing valves and pipes, tearing down and erecting scaffolds, installing skid pans, and moving scaffold boards, angle iron, uninsulated pipe, and other mechanical equipment.

He observed welders, insulators and pipefitters. He indicated that:

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- pipefitters and insulators did not Use HEPA vacuums to control dust;
- no asbestos exposure monitoring was performed;
- bags used to handle asbestos waste were not labeled;
- water was not use during gasket removal operations;
- no local exhaust ventilation was used to capture asbestos dust; and
- no asbestos health hazard warning signs were utilized in the early 1990s.

#### a. Exxon-Mobil - Chalmette refinery (formerly Tenneco refinery)

Mr. Ragusa performed work at this facility dozens of times which included turnarounds with durations of up to 3 months. He performed removal of steam lines and valves. He worked around pipefitters and insulators. He observed pipefitters using wire wheels and a power grinder to remove Garlock 900 gaskets attached to pipes and flanges. He described the operations as very dusty and he inhaled the resultant dust.

Mr. Ragusa observed old insulation being stripped from hot pipes resulting in him sustaining an inhalation exposure to asbestos. No dust controls were utilized.

Mr. Ragusa was exposed to asbestos released by friction materials of the Link-Belt 218 and 258 open cab cranes which he operated at the site.

#### b. Exxon Refinery - Baton Rouge

Mr. Ragusa stated that his first assignment to the refinery occurred in December 1989 subsequent to an explosion at the site. His task was to utilize his crane to pull pipes and tanks that were damaged by the explosion. He stated that he observed busted pipe insulation all over the place

Mr. Ragusa stated that he cumulatively worked at the Exxon Baton Rouge Refinery for years. He performed removal of steam lines and valves. He worked around pipefitters and insulators. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets affixed to pipes, flanges, and valves. No dust exposure controls were utilized. He described the operations as very dusty and he inhaled the resultant dust.

Pipefitters also installed new Garlock 900 gaskets. The Garlock 900 name was indicated on the gasket sheet.

Mr. Ragusa observed old insulation being removed from pipes on a daily basis resulting in him sustaining an inhalation exposure to asbestos. No dust controls were utilized.

Mr. Ragusa was exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane which he operated at the site.

#### c. Exxon Chemical – Baton Rouge

Mr. Ragusa worked at the Exxon Chemical Baton Rouge facility for several month taking down steam lines and other hot pipe. He worked around pipefitters and insulators. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets affixed to pipes, flanges, and valves. No dust exposure

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controls were utilized. He described the operations as very dusty and he inhaled the resultant dust.

Mr. Ragusa was exposed to asbestos released by friction materials of the 679 P&H open cab crane which he operated at the site.

# ix. Entergy (formerly LP&L) – Little Gypsy and Nine Mile Point

Mr. Ragusa worked at the Little Gypsy power plant starting in the early 1990s and past 1995. He indicated that he was at the Little Gypsy site 4 to 5 times with each stint lasting 7 to 14 days. All work was maintenance.

Mr. Ragusa worked at the Nine Mile Point sometime after 1995 for more than 10 days.

Mr. Ragusa's task at both sites was to use the crane to remove covers, which he described as *metallic-like*, from the following equipment:

- Riley Stoker and Foster Wheeler boilers and
- General Electric and Westinghouse turbines.

He observed the names of the boilers on plaques that were on the covers. The General Electric and Westinghouse turbine names were observed on tags attached to the turbines' covers. Representatives of the boiler and turbine companies were present, however, none of them informed Mr. Ragusa of the asbestos hazards associated with the thermal system insulation materials applied to their equipment.

Mr. Ragusa stated that the boilers were multiple stories in height. The rooftops of the powerhouses were removed in order for the crane to gain access to the boilers and turbines. His job was to lift the covers from the boilers and turbines and to rest the removed covers on the ground outside of the powerhouses. Mr. Ragusa stated that the cover removal process took 60 to 90 minutes to perform.

The removed covers were covered with cloth material. After the cover was removed, Mr. Ragusa left his operator cab and approached and observed pipefitters and insulators who were scraping and brushing off gaskets, valves, and flanges. He stated that he was within 5 to 10 feet of the pipefitters and insulators. He also observed the cloth insulation material being removed by the insulators. He described the pipefitters' and insulators' work activities as very dusty and that he could see the fibers. The dust got on his clothes and he inhaled the dust produced during these operations.

Gaskets were changed outside where pulled pipes had been laid. Mr. Ragusa stated that he was exposed to asbestos released by Garlock 900 gaskets as they were removed from boiler and turbines. Pipefitters did not wear respirators.

Use of asbestos in the construction of boilers and turbines at Little Gypsy and Nine Mile Point was confirmed by the testimony of Entergy corporate representative, Gustave Vonbodugen, who stated that asbestos containing insulation and cement products were applied to boilers, turbines, and pipes during the construction of Nine Mile Point. Boiler and turbine asbestos insulation was composed of amosite and chrysotile. Mr. Vonbodugen also stated that other asbestos containing materials such as, gaskets, cloth, sealants, mastics, and packing were used in the construction of Nine Mile Point equipment.

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Mr. Vonbodugen's testimony confirmed that the boilers installed at Little Gypsy were manufactured by Riley Stoker and Foster-Wheeler and the turbines manufactured by General Electric and Westinghouse. Mr. Vonbodugen's testimony also confirmed that the boilers installed at Nine Mile Point were manufactured by Riley Stoker, and Foster-Wheeler. The turbines at Nine Mile Point were manufactured by General Electric.

Mr. Ragusa was exposed to asbestos released by friction materials used in the various cranes he operated at both sites. All of the cranes he operated at the Entergy power plants were open cab designs where the operator was within five feet of the cranes' linings, friction materials, brake linings, and hoists. Mr. Ragusa operated Link-Belt (Models 118, 218, and 418), Marion, and American Cranes. None of these cranes had any warnings concerning asbestos health hazards associated with friction products.

Mr. Ragusa was also exposed to asbestos friction products when he assisted mechanics in pulling brake linings and removing brakes. He indicated that compressed air was used to blow out asbestos dust which had accumulated in the brake drums. No respirators were worn by Mr. Ragusa during servicing of asbestos friction products used by cranes.

#### x. Marathon - Garyville

Mr. Ragusa worked at the Marathon site 5 to 10 times during the 1991 to 1994 timeframe. The duration of site work was approximately 3 to 5 days with the longest stint lasting 2 months. His job task was taking down steam lines and valves. He worked around pipefitters and insulators. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets. No dust exposure controls were utilized. He was within five feet of the of very dusty operations and he inhaled the resultant dust. He observed gasket removal operations multiple times at the Marathon site.

#### xi. Monsanto - Luling

Mr. Ragusa first worked at the Monsanto site in either 1990 or 1991. He worked at the site more than 10 times. His project duration at the site ranged from 1 day to 2 weeks. His job task was taking down steam lines and valves. He worked around pipefitters and insulators. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets. Gasket removal generated dust which he inhaled. No dust exposure controls were utilized.

Mr. Ragusa observed old insulation being removed from hot pipes on a daily basis resulting in him sustaining an inhalation exposure to asbestos. No dust controls were utilized.

Mr. Ragusa was exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane which he operated at the site.

# xii. Murphy Oil - Chalmette

Mr. Ragusa indicated that he worked at the Murphy Oil site dozens of times during planned and unforeseen turnarounds. He indicated that the turnarounds lasted 30 to 60 days, though some could last from 3 to 4 months. His job task was taking down steam lines and valves. He worked around pipefitters and insulators. He observed gasket work often. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets. Gasket removal generated dust which he inhaled. No dust exposure controls were

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utilized. He also observed Garlock 900 sheets during planned turnaround. He observed fitting of gaskets to flanges using a ball-peen hammer.

Mr. Ragusa observed old insulation being removed from hot pipes on a daily basis resulting in him sustaining an inhalation exposure to asbestos. No dust controls were utilized.

Mr. Ragusa was exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane which he operated at the site.

# xiii. OxyChem – Taft (formerly Hooker Chemical)

Mr. Ragusa indicated that he worked at the OxyChem Hooker Chemical plant during the 1994-1995 timeframe. He worked at the site less than five times. Typical job durations were 1 - 2 days with work shifts lasting 10-hours. His job task was taking down steam lines and valves that were in pipe racks. He worked around pipefitters and insulators. He observed pipefitters removing Garlock 900 gaskets using scrapers, wire brushes, and wire wheels. Gaskets were removed in multiple pieces. He was exposed to asbestos gasket dust during gasket removal. He was also within 5 feet of pipefitters who were cutting Garlock 900 sheet gaskets with razor knives. Gasket operations were dusty and he inhaled the dust. No dust controls were utilized by pipefitters.

Insulation removal work from hot pipe using shears was performed in the same area as gasket work. No dust control methodologies were employed by insulators resulting in Mr. Ragusa inhaling insulation dust

## xiv. Rubicon - Geismar

Mr. Ragusa stated that he worked several times at the Rubicon site in the 1990s with job durations lasting 3-4 days. His job task was taking down steam lines and valves that were in pipe racks. He worked around pipefitters and insulators. He observed pipefitters removing Garlock 900 gaskets using scrapers, wire brushes, and wire wheels. He inhaled asbestos dust during gasket removal. No dust controls were utilized by pipefitters.

Insulation removal work from hot pipe was performed in pipe racks. No dust control methodologies were employed by insulators and consequently, Mr. Ragusa inhaled asbestos insulation dust.

Mr. Ragusa was also exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane which he operated at the site.

#### xv. <u>Shell Oil</u>

Mr. Ragusa worked at three Shell facilities:

- Shell Oil Refinery Norco: 1991; 2 to 3 days
- Shell Chemical Norco: 2-3 times/year; job durations: several days
- Shell Chemical Geismar: 1993 to early 200s; 5 to 6 site visits

At all three sites, he was exposed to asbestos dust during removal of Garlock 900 gaskets from valves, flanges, and pipes performed by pipefitters using scrapers, wire wheels, and wire brushes. He inhaled asbestos dust during gasket removal as he was usually within 5 - 10 feet of the pipefitters.

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At the Shell Oil Refinery – Norco and Shell Chemical -Norco, Mr. Ragusa observed tear-out of hot asbestos pipe insulation resulting in him sustaining an inhalation exposure to asbestos. No dust controls were utilized.

No dust controls were utilized by pipefitters or insulators at the Shell sites. No asbestos health hazard warnings were issued and no respirators were provided.

Mr. Ragusa was also exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane which he operated at the Shell Oil Refinery – Norco and Shell Chemical Norco. He was no longer exposed to friction products at Shell Oil Refinery-Norco as he operated a closed cab Manitowoc M250C crane after August 1994. Mr. Ragusa was not exposed to asbestos friction products at Shell Geismar as he operated a Terex cherry picker at the site.

#### xvi. Triad

Mr. Ragusa indicated that he worked at the Triad site more than 10 times, however, he does not recall the dates of his first and last visits to the site. He worked turnarounds which lasted 3- 4 days. His job task was taking down steam lines, valves, and pipe racks. He worked around pipefitters and insulators who did not wear respiratory protection. He observed gasket work often. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets. Gasket removal generated dust which he inhaled. No dust exposure controls were utilized.

Mr. Ragusa was also within 5 to 10 feet of insulators who were removing insulation from pipes. No dust controls were utilized and no barrier tape was used to cordon off work areas. Consequently, Mr. Ragusa inhaled asbestos dust resulting from uncontrolled insulation removal.

#### xvii. Union Carbide - Taft

Mr. Ragusa indicated that he worked at the Taft site in the 1990s. He was at the site less than 10 times to perform maintenance work which lasted 7-14 days. He received no safety orientation at Union Carbide. His job task was taking down steam lines and valves. He worked around pipefitters and insulators who did not wear respiratory protection. He observed gasket work often. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets. Gasket removal generated dust which he inhaled. No dust exposure controls were utilized.

Mr. Ragusa near insulators who were removing asbestos insulation from pipes. No dust controls were utilized and no barrier tape was used to cordon off insulation removal work areas. Consequently, Mr. Ragusa inhaled asbestos dust resulting from uncontrolled insulation removal.

Mr. Ragusa was also exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane which he operated at the site.

#### xviii. Vulcan

Mr. Ragusa worked at either the Donaldsville or Geismar sites in the early 1990s. He was at the site less than 10 times with job durations lasting 1 to 2 weeks. His job task was taking down steam lines and sometimes valves. He worked around pipefitters and

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insulators who did not wear respiratory protection. He observed gasket work often. Within his open crane cab, he was located 10 to 15 feet from gasket change-out operations. Outside of the crane's cab, he was 5 to 10 feet away from gasket work. He observed pipefitters using scrapers, wire brushes, and wire wheels to remove Garlock 900 gaskets from 3" and 6" pipe. Gasket removal generated dust which he inhaled. Mr. Ragusa was also working in the same areas where gaskets were installed. No dust exposure controls were utilized.

Mr. Ragusa worked near insulators who were removing asbestos insulation from pipes. No dust controls were utilized and no barrier tape was used to cordon off work areas. Consequently, Mr. Ragusa inhaled asbestos dust resulting from uncontrolled insulation removal.

Mr. Ragusa was also exposed to asbestos released by friction materials of the Link-Belt 218 open cab crane which he operated at the site.

# FRANK RAGUSA, JR.'S OCCUPATIONAL EXPOSURE TO THERMAL SYSTEM INSULATION PRODUCTS, GASKETS, AND WALLBOARDS

Starting in 1972, Mr. Ragusa was subjected to multiple direct and bystander<sup>72</sup> exposures to asbestos at each of his workplaces described above that significantly contributed to his risk of developing mesothelioma. Estimates of the concentrations of workplace asbestos exposures sustained by Frank Ragusa, Jr. during various asbestos-related activities that occurred at his places of work are provided in Table III.

Table III – Asbe Activity	stos Workplace Exposure Levels Exposure Concentrations	Reference
	2 – 490 f/cc (breathing zone)	Harries <sup>73</sup>
Removal of machinery and pipe lagging	0.2 – 26.3 f/cc	Balzer <sup>74</sup>
	2.4 – 60 f/cc (2-5 microns diameter) 2.4 – 12 f/cc (5 – 10 microns diameter)	Marr <sup>75</sup>
Asbestos cloth used in welding operations	76.6 f/cc	Harries <sup>73</sup>
,	0.72 to 37 f/cc	Fleischer <sup>76</sup>
Sewing and cutting of asbestos cloth	0.6 – 34.2 f/cc (includes fitting and gluing)	Mangold <sup>77</sup>
	1.84 - 13.5 f/cc	Gobbell Hays <sup>109</sup>
Sawing asbestos wall panels	48.1 – 53.7 f/cc (area) 77.1 – 82.5 (breathing zone)	Hatfield <sup>110</sup>
	Power saw (no LEV): >200 f/cc Hand sawing (no LEV): 31.4 - 58.4 f/cc	Cross <sup>111</sup>
	3.874 – 112.247 (breathing zone)	Mount <sup>106</sup>

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Table III	– Asbestos Workplace Exposure Levels		
Activity	Exposure Concentrations	Reference	
	54.7 – 81.5 (personal; 15 min.)	Millette <sup>108</sup>	
Gasket installation	0.03 – 0.75 f/cc (personal)	McKinnery <sup>84</sup>	
Gasket fabrication	0.7 – 2.2 f/cc	Millette <sup>115</sup>	
·	0.04 – 1.01 f/cc (personal)	McKinnery <sup>114</sup>	
	1.5 f/cc (TWA); 10.1 f/cc (peak) – small flange		
	3.6 f/cc (TWA); 24 f/cc (peak) – medium flange	Longo <sup>116</sup>	
	2.3 f/cc (TWA); 31 f/cc (peak) – large flange		
Gasket removal	0.11 – 0.33 f/cc (wire brush or scraper) 1.4 f/cc (power sander)	Cheng <sup>117</sup>	
	0.14 f/cc (hand scraping) 6.8 f/cc (power wire brushing)		
	2.1 f/cc (hand scraping and power wire brushing)	Millette <sup>118</sup>	
	5.5 f/cc (broom sweeping of area after removal)		

As the data in Table III indicates, Frank Ragusa's, occupational exposures to thermal system asbestos products, gaskets, and wallboards at the locations greatly exceeded concentrations that have been shown to present a significant risk of mesothelioma in human adults. As stated earlier in this report, OSHA and other agencies confirm that exposures at the current permissible exposure limit of 0.1 f/cc presents a significant risk. The published scientific literature also recognizes that low level asbestos exposures present a significant risk<sup>60-56</sup>. The scientific literature confirms that Frank Ragusa, Jr. sustained occupational exposures to asbestos thermal system insulation products, gaskets, and wallboards well above historical and current occupational exposure limits which significantly increased his risk of eventually developing mesothelioma.

# FRANK RAGUSA, JR.'S OCCUPATIONAL EXPOSURE TO FRICTION PRODUCTS

Frank Ragusa sustained multiple direct and bystander occupational exposures to asbestos friction products while operating cranes with open cabs and servicing of crane friction products, that significantly contributed to his risk of developing mesothelioma. The data provided below in Table IV are estimates of the concentrations of workplace asbestos friction product exposures sustained by Frank Ragusa.

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Table Activity	e IV – Friction Product Exposure Levels Exposure Concentrations	Reference	
Blow out of truck brake drum and shoes	0.28 f/cc (adjacent area) 0.17 f/cc (2 bays away – area) 0.19 f/cc (center of garage)		
Brake cleaning	7.09 f/cc (personal brake cleaning 1.5 – 2 hrs.) 0.08 f/cc (personal, after cleaning) 1.75 f/cc (TWA – personal)	— Hickish and Knight <sup>es</sup>	
Blowing off brake drums	0.6 – 3 f/cc	USPHS (Dement) <sup>89</sup>	
Blow-out of auto drum assemblies – average peak exposures	10.5 f/cc	NIOSH (Lloyd) <sup>90</sup>	
Grinding of used truck brake linings	3.75 f/cc		
Beveling of new brake linings	37.3 f/cc	· .	
Blowing Out Dust from automobile brake drums (Peak exposures	0.4 – 29.4 f/cc (personal, 2-10 minute samples)	Lorimer <sup>91</sup>	
taken during brake lining work of cars and trucks)	15.9 f/cc (personal mean, 2-10 minute samples)		
	6.6 – 29.8 f/cc (3 – 5 ft)		
Blowing out dust (3 - 8 minute	2.0 - 4.2 f/cc (5 - 10 ft)		
samples) from automobile brake	0.4 – 4.8 f/cc (10 – 20 ft)	Rohl <sup>92</sup>	
drums at different distances.	0.1 – 0.8 f/cc (background 5 minutes after blowing, 10 – 75 ft)		
	0.1 f/cc (background)		
Dust Generated During the	0.84 – 5.35 f/cc – Personal		
Cleaning of Brake Assemblies and	0.16 – 0.52 f/cc – Area	Knight and Hickish <sup>93</sup>	
Drums	87 f/cc – peak, personal		
Seven Brake Servicing facilities	Facility A – brake and front end mechanic 0.07 – 0.16 f/cc (personal range) 0.12 f/cc (personal TWA) 0.02 – 0.07 f/cc (area range)	NIOSH (Johnson, Zumwalde, &	

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Table	e IV – Friction Product Exposure Levels	
Activity	Exposure Concentrations	Reference
	Facility B - 1 mechanic $0.10 - 0.15$ f/cc (personal range) $0.12$ f/cc (personal TWA)Facility C $0.02 - 1.82$ f/cc (personal range) $0.03$ f/cc (personal TWA) $0.01 - 0.17$ f/cc (area range)Facility D - 2 brake and front end mechanics $0.03 - 2.3$ f/cc (personal ranges) $0.10 - 0.15$ (personal TWAs) $0.03 - 0.14$ f/cc (area range)Facility E - 4 brake and front end mechanics $0.03 - 0.14$ f/cc (personal ranges) $0.03 - 0.12$ f/cc (personal ranges) $0.07 - 0.12$ f/cc (personal ranges) $0.07 - 0.12$ f/cc (personal TWA range) $0.03 - 0.19$ f/cc (area range)Facility F - 2 mechanics $0.02 - 0.03$ f/cc (Personal range)	Roberts) <sup>94</sup>
Compressed air blow-off Brake dust removal using squirt	0.01 f/cc (area) 0.33 f/cc (PCM) 0.73 f/cc (> 5u by TEM) 1.46 f/cc (total fibers by TEM)	NIOSH (Roberts) <sup>95</sup>
bottle (brake dust falls to ground) Wet brushing of brake dust; dust falls to ground	0.54 f/cc – Personal peak 0.67 – 2.62 f/cc (range of 3 mechanics)	NIOSH (Roberts & Zumwalde) <sup>96</sup>
Dry brushing of brake dust; dust falls to ground	0.61 – 0.81 f/cc	
Compressed air applied to Brake Drums	0.14 – 15 f/cc (Personal peak durations: 20 – 180 seconds) 0.03 – 0.19 (Personal TWA) 0.013 – 0.13 f/cc (area TWA)	NIOSH (Roberts & Zumwalde) <sup>97</sup>
Compressed air after rivet removal and drilling	2.8 – 3.3 f/cc	Millette <sup>119</sup>
Opening of truck brakes	<0.1 – 1.9 f/cc	• • • • • • • • • • • • • • • • • • •

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Table IV – Friction Product Exposure Levels			
Activity	Exposure Concentrations	Reference	
Cleaning of truck brakes with compressed air (enclosure and exhaust in use)	0.2 – 0.30 f/cc	Kauppinen <sup>98</sup>	
Cleaning of auto drum brakes with compressed air, no exhaust	<0.1 – 8.2 f/cc		
Compressed air used	0.05 – 0.9 f/cc		
No compressed air	0.05 – 0.3 f/cc		
Agitation of clothing worn by operator for 30 minutes	0.72 f/cc	VAGII - 2	

As the Table IV data indicates, Frank Ragusa's occupational exposures to asbestos friction products dust exceeded concentrations that have been shown to present a significant risk of mesothelioma in human adults. As stated earlier in this report, OSHA and other agencies confirm that exposures at the current permissible exposure limit of 0.1 f/cc presents a significant risk. The published scientific literature also recognizes that low level asbestos exposure presents a significant risk<sup>59,61,62,65</sup>. The scientific literature confirms that Frank Ragusa, Jr. sustained occupational exposures to brake related asbestos well above historical and current occupational exposure limits which significantly increased his risk of eventually developing mesothelioma.

It is important to note that the majority of the studies listed in Table IV underestimate the intensity of the airborne asbestos exposure resulting from friction products as the laboratory analytical method used to quantify asbestos exposure is phase contrast microscopy<sup>100</sup>(NIOSH Method 7400) which only measures fibers which are technically defined by OSHA as a particulate form of asbestos structure which is at least 5  $\mu$  (microns) long with a 3 to 1 aspect ratio (length to width)<sup>1-10</sup>. Fibers less than 0.25  $\mu$  in diameter cannot be detected using the NIOSH 7400 analytical method. NIOSH 7400 is the most common analytical method utilized to measure asbestos exposure levels, however, the inability to optically detect structures that do not meet the OSHA definition of a fiber is a problematic shortcoming as some analyses of air and bulk samples have found that the sizes (length) of asbestos structures in friction dust (airborne and in bulk samples) are less than 5 microns<sup>60,90-92, 94,96,97,99, 101,102</sup>. To avoid confusion, the term structure will be used to describe asbestos particles that do not meet OSHA's dimensional definition of a fiber.

That some studies demonstrate that the size of asbestos brake dust structures is smaller than the dimensional definition of an asbestos fiber (Fiber = > 5  $\mu$  length, aspect ratio 3:1) is significant as studies have demonstrated that exposures to small asbestos structures are capable of inducing disease<sup>103 - 107</sup>, including mesothelioma. Consistent with the findings of these studies, Suzuki's examination of lung and mesothelial tissue of 168 mesothelioma cases found that 89.4% of the asbestos structures were equal to or shorter than 5  $\mu$  long and 92.7% of the structures were equal to or less than 0.25  $\mu$  wide<sup>108</sup>.

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# FRANK RAGUSA, JR.'s RESIDUAL EXPOSURE TO ASBESTOS

As indicated above, Frank Ragusa sustained exposure to asbestos thermal insulation and friction products which significantly increased his risk of developing mesothelioma. To make matters worse, his exposure to asbestos continued past his work shifts as his employers and the businesses where he worked:

- failed to provide separate lockers for street clothes and work clothes.
- provided no coveralls to wear over his street clothes
- did not require workers to remove dirty work clothes and shower.
- provided no asbestos health hazard warning information; and
- provided no respiratory protection to workers.

Consequently, Frank Ragusa was exposed to residual asbestos exposure as asbestos fibers were shed from his hair and clothes. Asbestos fibers shed from clothing would eventually settle inside his vehicle and on typical household surfaces such floors, shelves, tables, appliances, window sills, and other non-porous surfaces. Asbestos fibers that settle on porous materials such as upholstery and carpets would tend to be trapped by these materials. However, normal, well intended housekeeping activities such as dusting and dry sweeping would result in re-

The scientific literature indicates that asbestos contaminated clothing can release airborne fibers that can subject inhabitants to exposures above current and prior occupational exposure limits. Estimates of exposures these are indicated below in Table V.

TABLE V – RESIDUAL ASBESTOS EXPOSURES FROM CONTAMINATED CLOTHING			
Activity/Condition	Exposure Concentrations	Reference	
Fiber release from contaminated lab coats	0.24 – 0.46 f/cc	Carter <sup>11†</sup>	
Shaking out contaminated Work Clothing	18.7 - 26.5 f/cc	Longo <sup>112</sup>	
	7.1 – 9.91 f/cc	Longo <sup>113</sup>	
	5.74 - 10.16 f/cc	Longo <sup>114</sup>	
Fiber release asbestos work clothes	0.1 – 1.4 f/cc	Mangold <sup>115</sup>	
Fiber release from asbestos contaminated clothing	1.7 - 2.1 f/cc		
Fiber release from an asbestos contaminated shirt sleeve	2.4 - 7.0 f/cc	Millette <sup>118</sup>	
Exposure from contaminated clothing	0.3 – 26.2 f/cc 0.1 – 4.7 f/cc (8-hour TWA)	Gibbs <sup>117</sup>	

# **HEALTH AND SAFETY VIOLATIONS**

By the 1960s, it had been well established in the scientific literature that exposure to asbestos could cause workers to develop serious to fatal diseases such as asbestosis, lung cancer, and

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mesothelioma. In response to the hazards, federal and state regulatory requirements were promulgated as early as the 1940s to protect workers from asbestos hazards. OSHA promulgated asbestos regulations starting in 1971 and continued to improve and refine asbestos regulations well into the 1990s. OSHA, NIOSH, the EPA, and non-governmental organizations such as the American Industrial Hygiene Association, ACGIH, and the National Safety Council have published hundreds of documents and guidelines intended to inform employers of asbestos hazards so that they could take action to protect their employees.

Despite the known health hazards associated with exposure to asbestos and existence of regulations to protect workers, Avondale Shipyards and their executive officers, Air Products, Borden Chemical, BP Alliance, CF Industries, Ciba-Geigy, Dow Chemical, Exxon, Exxon-Mobil, Entergy, Marathon, Monsanto, Murphy Oil, OxyChem Hooker Chemical, Rubicon, Shell Oil, Shell Chemical, Triad, Union Carbide, Vulcan, Riley-Stoker, Foster Wheeler, General Electric, Westinghouse, Eagle, Taylor Seidenbach, and Hopeman Brothers exhibited egregious behavior by ignoring both the human health risks and their obligation to warn and protect workers. All of these business entities ignored exposure monitoring, personal protective equipment, employee information and training, compliance methods, prohibited work methods, abatement methods, signage and labeling, housekeeping, hygiene, medical surveillance and other regulatory requirements clearly stated in various iterations of OSHA's Asbestos standard. These business entities ignored the requirements of OSHA's Hazard Communication standard which required all employers to notify, educate, and train employees about the hazards at their workplaces. Their failures significantly increased Mr. Ragusa's risk of developing mesothelioma.

The health hazards associated with exposure to asbestos and asbestos emissions from friction products is well established. Accordingly, it would be reasonable to expect the manufacturers of cranes to anticipate an asbestos exposure to operators and those performing maintenance. However, Link-Belt, Manitowac, Marion, and American Crane failed to provide asbestos hazard warning information to the purchasers and operators of their equipment. Their failure to communicate the hazards of their equipment's friction products significantly increased Mr. Ragusa's risk of developing mesothelioma.

# SUMMARY

1. Despite the existence of federal worker protection requirements and the knowledge of the health hazards of asbestos, Avondale Shipyards and their executive officers, Air Products, Borden Chemical, BP Alliance, CF Industries, Ciba-Geigy, Dow Chemical, Exxon, Exxon Mobil, Entergy, Marathon, Monsanto, Murphy Oil, OxyChem Hooker Chemical, Rubicon, Shell Chemical, Shell Oil, Triad, Union Carbide, Vulcan, Riley-Stoker, Foster Wheeler, General Electric, Westinghouse, and Hopeman Brothers failed to take necessary and required actions to protect Frank Ragusa, Jr. during the years that he was exposed to asbestos. There is no indication that any of these companies utilized engineering controls to contain or isolate asbestos fibers within a specific work zone, used local exhaust ventilation systems to capture or filter the contaminated air, or used wet methods to suppress the aerosolization of asbestos fibers. These companies failed to advise workers of the known health hazards associated with exposure to asbestos. As a result of the inactions of these companies, Frank Ragusa, Jr. sustained occupational exposures to asbestos which significantly increased his risk of developing mesothelioma.

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- Frank Ragusa, Jr. sustained occupational exposures to asbestos at Avondale Shipyards, Air Products, Borden Chemical, BP Alliance, CF Industries, Ciba-Geigy, Dow Chemical, Exxon, Exxon Mobil, Entergy, Marathon, Monsanto, Murphy Oil, OxyChem Hooker Chemical, Rubicon, Shell Chemical, Shell Oil, Triad, Union Carbide, and Vulcan which exceeded historical and current occupational exposure limits. Hopeman Brothers exposed Mr. Ragusa to levels of asbestos which exceeded historical and current occupational exposure limits.
- 3. Avondale Shipyards and their executive officers, Air Products, Borden Chemical, BP Alliance, CF Industries, Ciba-Geigy, Dow Chemical, Exxon Mobil, Entergy, Hopeman Brothers, Marathon, Monsanto, Murphy Oil, OxyChem Hooker Chemical, Rubicon, Shell Oil, Triad, Union Carbide, and Vulcan took no action to contain and confine asbestos exposures to their workplaces. These companies provided no coveralls, separate lockers to isolate for street clothes from asbestos-contaminated and no showers for their workers and contractors. Instead, they allowed their workers and contractors to wear asbestos-contaminated clothing home resulting in a residual asbestos exposure that significantly increased Frank Ragusa, Jr.'s risk of developing mesothelioma.
- 4. Despite the known health hazards associated with exposure to asbestos, the suppliers/manufacturers of asbestos-containing products and manufacturers of equipment containing asbestos products no provided hazard warning information to workers who would be exposed to asbestos. As a consequence of Eagle, Taylor-Seidenbach, Uniroyal, Foster-Wheeler, General Electric, Westinghouse, Riley Stoker, Link-Belt, Manitowac, Marion, and American Crane failing to provide asbestos hazard warnings, Frank Ragusa, Jr. sustained occupational exposures to asbestos that significantly increased his risk of developing mesothelioma.
- 5. Mr. Frank Ragusa, Jr. sustained exposures to asbestos-containing products and equipment from Eagle, Taylor Seidenbach, Uniroyal, Foster Wheeler, Riley Stoker, General Electric, Westinghouse, Link-Belt, Manitowac, Marion, and American Crane which exceeded historical and current occupational exposure limits.
- 6. Mesothelioma is a signature disease indicative of exposure to asbestos.
- 7. Asbestos is unreasonably dangerous for the following reasons:
  - asbestos exposure is inherently dangerous;
  - asbestos possesses no warning properties;
  - asbestos fibers are odorless, tasteless, and invisible to the naked eye;
  - inhalation exposures can occur even if no dust is visible;
  - substitutes safer than asbestos existed as early as the 1930s<sup>120 123</sup>;
  - the dangers posed by asbestos outweigh their benefits to society; and
  - exposure to visible dust in operations where asbestos products are used constitutes an overexposure.
- 8. All known asbestos fiber types cause mesothelioma. The current occupational health standards treat them equally. They are all treated as carcinogens from an industrial hygiene (exposure and health hazard) standpoint.
- 9. As documented in this report, none of the companies exerted any efforts to control exposures to asbestos. Consequently, given the absence of asbestos exposure controls, it was a substantial

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certainty that some workers and their family members would eventually develop asbestos related diseases.

I continue to review additional documents and studies and reserve the right to supplement and/or modify my opinions. I look forward to providing further assistance in this case and am available to provide industrial hygiene expert witness support in this litigation.

Yours truly,

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Gerard L. Baril, MS, CIH Senior Project Manager Forensic Analytical Consulting Services

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# APPENDIX A RELIANCE DOCUMENTS

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#### ASBESTOS RELIANCE LIST

#### Frank Ragusa, Jr. Case

### January 2023

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#### Frank Ragusa, Jr.'s Case Specific Reliance List

- 1. Videotaped Deposition of Frank P. Ragusa, Jr., given at the offices of Roussel & Clement, 1550 West Causeway Approach, Mandeville, Louisiana 70471, on September 28, 2021.
- 2. Videotaped Deposition of Frank P. Ragusa, Jr., given at the offices of Roussel & Clement, 1550 West Causeway Approach, Mandeville, Louisiana 70471, on September 29, 2021.
- 3. Videotaped Deposition of Frank P. Ragusa, Jr., given at the offices of Roussel & Clement, 1550 West Causeway Approach, Mandeville, Louisiana 70471, on September 30, 2021.
- 4. Deposition of Callen J. Cortez given via Zoom conference on February 8, 2021.
- 5. Deposition of Richard Rodrigue given on May 27, 1998.
- 6. Videotaped Discovery Deposition of Callen J. Cortez given at the offices of Roussel & Clement, 1550 West Causeway Approach, Mandeville, Louisiana 70471, on August 11 and 12, 2020.
- 7. Videotaped Perpetuation Deposition of Callen J. Cortez given at the offices of Roussel & Clement, 1550 West Causeway Approach, Mandeville, Louisiana 70471, on August 11 and 12, 2020.
- 8. Deposition of Burnette Bordelon, taken at offices of Avondale Shipyards, Avondale, LA, September 28, 1983.
- 9. Depositions of Luther Dempster, taken at offices of Roussel & Clement, LaPlace, LA, March 23 and 24, 1994.
- 10. Depositions of Luther Dempster, taken at offices of Roussel & Clement, LaPlace, LA, March 23 and 24, 1994.
- 11. Deposition of Jerry Savoie, taken at the offices of Roussel & Clement, LaPlace, LA, March 17, 2015.
- 12. Deposition of Charlie Savoie, taken at the offices of Roussel & Clement, LaPlace, LA, March 18, 2015.
- 13. Videotaped Deposition of Michael J. Comardelle, taken at the offices of Roussel & Clement, LaPlace, LA, November 4, 2013.
- 14. Deposition of Gustave M. Vonbodungen, taken in the offices of Entergy Services, New Orleans, LA, May 20, 2009.
- Trial Testimony of Logan LeFort, Civil District Court, Parish of Orleans, State of Louisiana, No. 2012-7516, Logan L. LeFort vs. American Motorists Insurance Company, et al, September 17, 2012.
- Trial Testimony of Luther Dempster, Civil District Court, Parish of Orleans, State of Louisiana, No. 2012-6486, Maurice Joseph Becnel vs. American Motorists Insurance Company, et al, May 22, 2013.
- 17. Trial Testimony of Ollie Gatlin, Civil District Court, Parish of Orleans, State of Louisiana, No. 91-18397, Asbestos Plaintiffs vs. Borden, Inc., et al, May 20, 1996.

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18. Trial Testimony of Luther Dempster, Civil District Court, Parish of Orleans, State of Louisiana, No. 91-18397, Asbestos Plaintiffs vs. Borden, Inc., et al, March 18, 1996.

19. Avondale personnel records for Frank Ragusa, Jr.

20. Social Security Records of Frank Ragusa, Jr.

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# APPENDIX B PROFESSIONAL PROFILE

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	Gerard L. Baril, MS, CIH	
4	1 Egret Ct	
	Alameda, CA 94501	
	(510) 305-6698	
	shark56@yahoo.com	

#### PROFESSIONAL EXPERIENCE

#### Forensic Environmental Consulting Services, Hayward, CA October 2016 to Present – Senior Project Manager

Responsibilities include litigation support services, indoor environmental quality assessments, development of construction site environmental health and safety plans, silica exposure monitoring, and providing comprehensive industrial hygiene services.

#### Lawrence Environmental Group LLC, New York, NY March 2004 – October 2016 – Principal – Chief Science Officer

Responsibilities included legal support (expert witness testimony/consulting), indoor environmental quality/mold projects, oversight of Phase I & II Environmental Site Assessments, vapor intrusion studies, comprehensive industrial hygiene services, and EHS training.

#### InteGreyted International, NY, NY

August 2000 – December 2003 - Senior Project Manager

Project management at *Ground Zero* building site directing environmental contaminant assessments, stabilization, and decontamination of a major office building severely impacted by the destruction of the World Trade Center. The remediation project accomplished the goal of rendering this large property commercially viable for re-occupancy while controlling worker exposure to multiple contaminants at the site.

Managed and provided industrial hygiene services (audits, specialty monitoring, ergonomic surveys, laboratory safety, biohazard safety, etc.) to Fortune 500 clients at domestic and international locations.

#### Corporate Safety & Health Consultants/Lovell Safety Management, NY, NY August 1986 – August 2000 - Senior Industrial Hygienist

Provided environmental health and safety services to insureds in order to control workers compensation claims and comply with OSHA standards. As a result, the healthcare group maintained a loss ratio below 40% entitling these employers to receive annual dividends.

Authored OSHA compliance manuals and training programs for Bloodborne Pathogens, Tuberculosis, Hazard Communication, Ethylene Oxide, Lead in Construction, Silica, Emergency Response, Respiratory Protection, Ergonomics, etc.

Conducted dozens of indoor air quality investigations involving mold contamination in healthcare facilities and office occupancies.

Assisted healthcare facilities in the development of emergency contingency plans for nuclear, biological, and chemical terrorism disasters.

### AIG Consultants, Inc., NY, NY

August 1981 – August 1986 - Senior Engineering Consultant/Industrial Hyglenist

#### Liberty Mutual Insurance Co., NY, NY

September 1978 – August 1981- Loss Prevention Consultant

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CREDENTIALS

CIH - Certified Industrial Hygienist per the American Board of Industrial Hygiene.

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EDUCATION

MS – Environmental Health Sciences, Hunter College (CUNY), NY, NY. BS – Geology, Rensselaer Polytechnic Institute, Troy, NY.

EDUCATIONAL OUTREACH

#### **Guest Lecturer**

New York City Department of Housing Preservation and Development – Mold; Asbestos; Lead Hunter College – Professional Development. Medgar Evers College – Noise Exposure and Control; Mold; Bloodborne Pathogens.

New York Institute of Technology - Noise Control; Fundamentals of Industrial Hygiene.

PROFESSIONAL AFFILIATIONS

#### American Industrial Hygiene Association (AIHA)

Treasurer of Northern California Section of AIHA, January 2017 to present

Chairman of AIHA Membership Committee, 2004 to 2006.

President of Metro NY AIHA Local Section, 1994-1995.

Presented "Setting Cleanup Standards for the Response and Remediation of the Interior of Buildings in the Direct Proximity of the WTC Collapse" at the 2002 annual conference, San Diego, CA.

Presented "Establishing Health and Safety Programs for Non-emergency Response Workers in a Building Directly Impacted by the Destruction of the World Trade Center" at the 2011 annual conference, Portland, OR.

#### American Society for Healthcare Engineering

Faculty Member of Safety & Security Management Certificate Program, 1996-2001; Safety & Security Management Committee Member, 1998-2001; Environmental Management Committee Member, 1997; Presented Indoor Air Quality Seminars at ASHE Annual Conferences in 1999 and 2000.

#### Briefings on Hospital Safety "Healthcare Facilities Guide"

Advisory Board Member, 1995-2002.

ACGIH (formerly American Conference of Governmental Industrial Hygienists)

#### International Society of Indoor Air Quality and Climate

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# Gerard L. Baril, MS, CIH

Senior Project Manager

#### **EDUCATION**

M.S., Environmental Health Sciences/Industrial Hygiene, Hunter College of the City University of New York, 1987

B.S., Geology, Rensselaer Polytechnic Institute, 1978

#### **CERTIFICATIONS & REGISTRATIONS**

- American Board of Industrial Hygiene
  - o Certified in Comprehensive Practice of Industrial Hygiene (CIH) #4362CP

#### **PROFESSIONAL EXPERIENCE**

Gerard has over 35 years of experience in the field of environmental health, industrial hygiene, and safety management. He has provided public and private sector organizations with comprehensive industrial hygiene and safety services such as OSHA compliance audits, safety management evaluation, hazardous substance exposure analysis, job hazard analysis, accident investigation and analysis, site remediation, and management and employee training. During his career, Gerard has provided industrial hygiene and safety services to a diverse array of industries and employers that include healthcare, chemical plants, foundries, construction, power plants, heavy and light manufacturers, research laboratories, dry docks, waste water treatment plants, and commercial and residential real estate, to name a few. In addition to working in the United States, Gerard has provided industrial hygiene services in Argentina and Brazil.

Gerard spent two years providing full time project management at "Ground Zero" directing environmental contaminant assessments, stabilization, and remediation of a large office building, adversely impacted by the destruction of the World Trade Center. This project incorporated multiple aspects within the industrial hygiene and safety spectrum, including: hazard assessments, hazard containment and isolation, mold removal, asbestos abatement, medical surveillance of site workers, respiratory protection, employee health and safety, etc.

Gerard has developed and conducted various training programs and seminars for organizations such as the Business Council of New York State, Greater New York Safety Council, American Society for Healthcare



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Engineering (ASHE), Hospital Association of New York State (HANYS) and many others. Gerard has conducted hundreds of lectures and training programs during his career. He has lectured extensively on such topics as asbestos, bloodborne pathogens, confined space entry, emergency response, fundamentals of industrial hygiene, hazard communication, health hazards in construction, hearing conservation and noise, indoor environmental quality, laboratory safety, lead and lead-based paint hazards, lock-out/tag-out, mold and moisture intrusion, office ergonomics, personal protective equipment strengths and limitations, respiratory protection, silica, tuberculosis, and ventilation.

For a large portion of his career, Gerard has specialized in performing indoor environmental quality evaluations and mold and moisture intrusion investigations in hospital and commercial real estate settings. Gerard has conducted hundreds of indoor environmental quality investigations involving mold contamination, soil vapor intrusion, and contaminant infiltration. Subsequent to the performance of these evaluations, he has provided contractors with site-specific remediation work scopes and post-mold/water damage/water intrusion remediation criteria that must be met in order to permit re-occupancy and/or reconstruction of impacted occupancies

Gerard also provides industrial hygiene litigation support services in the form of expert witness testimony, critical reviews, and technical oversight. Expert witness services have been provided for plaintiffs and defendants in mold/moisture intrusion, asbestos, silica, indoor environmental quality, and lead-based paint cases.

Gerard has been actively involved in professional associations throughout his career, providing leadership on national committees and at local and regional levels to help shape policy and provide guidance on regulatory and emerging issues in the industrial hygiene and safety field.

#### **PROFESSIONAL AFFILIATIONS & HONORS**

American Industrial Hygiene Association (AIHA):

- o Member: 1988 Present
- o Membership Committee Chairman: 2004 2006
- o Committee Member: Health Care Working Group, 2015 Present
- o Corresponding Committee Member: Indoor Environmental Quality, 2008 Present
- Northern California Section 0
  - Treasurer, 2017 to Present
  - Member, 2017 to Present
- Metropolitan New York Local Section
  - President, 1994-1995
  - Member, 1985 - 2016
- American Conference of Governmental Industrial Hygienists (ACGIH)
  - Member: 1989 Present Ó
- American Society of Safety Engineers
  - o Member: 1985 2010
- American Society for Healthcare Engineering (ASHE)
  - o Safety & Security Management Certificate Program Faculty Member: 1996-2001

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- o Safety & Security Management Committee Member: 1998-2001
- Environmental Management Committee Member: 1997
- BNA and Briefings on Hospital Safety's Healthcare Facilities Guide
  - Advisory Board Member: 1995-2002
- International Society of Indoor Air Quality and Climate
  - Member: 2014 Present 0

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#### **RECENT SHORT COURSES/SYMPOSIUMS**

- Legionella and Other Waterborne Pathogens: Recognition, Evaluation, and Control, AIHCe Professional Development Course (PDC), Baltimore, MD, 2016
- Registry Preparation: Theory and Application of 4-Gas/PID Sensor, AIHA PDC, Salt Lake City, UT, 2015
- Mold and Health Effects EMLab P&K Webinar, 2015 .
- Sewage Contamination EMLab P&K Webinar, 2015
- ASHRAE 188-2015 & AIHA Legionella 15-781 Aerobiology Laboratories Webinar, 2015
- New NY Mold Law and Legionella Regulations, Metro NY AIHA, New York, NY, 2015
- Tracing Air in Buildings, AIHCe PDC, San Antonio, TX, 2014
- Introduction to Bacteriology EMLab P&K Webinar, 2014
- Strategies for Mold Investigations and Sampling EMLab P&K Webinar, 2014
- Fungal Data Interpretation EMLab P&K Webinar, 2014
- Application of Industrial Hygiene and Safety in Emerging Economies/New Analytical Mandates for Asbestos/Vermiculite, Metro NY AIHA, New York, NY, 2014
- Ethical Fitness, Metro NY AIHA, New York, NY, 2014
- Legally Defensible Mold Investigation Strategies, Metro NY AIHA, New York, NY 2014
- Introduction to EHS for the Nanotechnology Industry, AIHCe PDC, Montreal, QB, Canada, 2013
- Disinfection for Infection Prevention Industrial Hygiene Implications, AIHCe PDC, Montreal, QB, Canada, . 2013
- Mold Recognition-Effective Strategies and Results, AIHCe PDC, Indianapolis, IN, 2012
- Vapor Intrusion, Investigation, and Mitigation, AIHCe PDC, Portland, OR, 2011
- Examining Professional Ethics and Industrial Hygiene, AIHA TeleWeb Virtual Seminar, 2011
- Anticipation Recognition Evaluation and Control of Welding, AIHCe PDC, Denver, CO, 2010 .
- Environmental Law and regulations for Industrial Hygienists, AIHCe PDC, Denver, CO, 2010
- Improving an Effective Safety & Health Inspection Program, MetroNY AIHA, New York, NY 2010
- Introduction to Risk Assessment for the Industrial Hygienist, AIHCe PDC, Toronto, ON, Canada, 2009 .
- Community Noise, AIHCe PDC, Toronto, ON, Canada, 2009
- Intensive Short Course: Hearing Protection and Conservation, MetroNY AIHA, New York, NY 2009 .
- What Ergonomics means to the Safety Professionals. MetroNY AIHA, New York, NY 2009
- Industrial Hygienists as Experts in Trials and Depositions, AIHCe PDC, Minneapolis, MN, 2008
- Tools of the Trade Vapor Intrusion Investigation, PDC, AIHCe, Minneapolis, MN, 2008 .
- Global Harmonized Systems, MetroNY AIHA, 2008
- Industrial Hygiene In the Dominican Republic, MetroNY AIHA, New York, NY, 2007

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Air Sampling for Mold: A Litigation Perspective, AIHCe PDC, Anaheim, CA, 2005

#### PUBLICATIONS

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- Baril, G., Respiratory Protection Compliance Plan, Lovell Safety Management, 1995
- Baril, G., Silica Exposure Control Plan, Lovell Safety Management, 1994
- Baril, G., Lead In Construction Compliance Manual, Lovell Safety Management, 1993
- Helmstadt, W. and Baril, G., Confined Space Entry Compliance Plan, Lovell Safety Management, 1992
- Baril, G., Bloodborne Pathogens Compliance Manual, Lovell Safety Management, 1991
- Andre, R. and Baril, G., Hazard Communication Compliance Manual with Supervisors Guide, Lovell Safety Management, 1990
- Baril, G., Ethylene Oxide Compliance Manual, Lovell Safety Management, 1989
- Andre, R. and Baril, G., Hazard Communication Compliance Manual, Lovell Safety Management, 1989

#### SELECT PRESENTATIONS

- Establishing Health and Safety Programs for Non- emergency Response Workers in a Building Directly Impacted by the Destruction of the World Trade Center – AIHCe, Portland, OR, 2011.
- Asbestos Awareness Training New York City Department of Housing Preservation and Development (HPD), New York, NY, 2005
- PESTS: Rats, Roaches and other Disgusting Nuisances New York City Department of Housing Preservation and Development (HPD), New York, NY, 2005
- Local Law # 7 Carbon Monoxide Detectors In Buildings New York City Department of Housing Preservation and Development (HPD), New York, NY, 2004
- Local Law # 1 New York City Childhood Lead Poisoning Prevention Act of 2003 American Indoor Air Quality Association, New York, NY - 2004
- Setting Cleanup Standards for the Response and Remediation of the Interior of Buildings in the Direct Proximity of the WTC Collapse – AIHCe, San Diego, CA, 2002
- Introduction to Occupational Health ASHE, Arlington, VA, 2001
- Anesthetic Gas Exposures in Operating Rooms and Recovery Rooms ASHE, Seattle, WA 2000
- Bloodborne Pathogens Aaron Diamond AIDS Research Center, New York, NY, 2001
- Managing Hazardous Chemical Agents in Healthcare ASHE, Seattle, WA, 2000
- Indoor Air Quality: A Case Study ASHE, Seattle, WA, 2000
- Hazard Communication Right to Know Greater New York Safety Council, New York, NY ,2000
- Ergonomic Programs: A Business Necessity Business Council of New York State, Multiple locations, 2000
- Occupational Health Hazards in the Construction Industry Greater New York Safety Council, New York, NY, 1999
- Revised Respiratory Protection Standards –ASHE, Philadelphia, PA, 1999
- Indoor Air Quality Investigation and Control ASHE, Philadelphia, PA, 1999
- Occupational Health Hazards in the Construction Industry Greater New York Safety Council, New York, NY, 1998
- Introduction to Indoor Air Quality Greater New York Safety Council, New York, NY, 1998



Forensic Analytical Consulting Services www.forensicanalytical.com Introduction to Industrial Hygiene - Greater New York Safety Council, New York, NY, 1998

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- Introduction to Occupational Health ASHE, Denver, CO, 1998
- Office Ergonomic/Back Injury Preventions Greater New York Safety Council, New York, NY, 1997
- Introduction to Industrial Hygiene ASHE, San Antonio, TX, 1997
- Internet Applications for Safety Professionals Metro New York Chapter American Society of Safety Engineers, New York, NY, 1997
- Fundamentals of Industrial Hygiene Business Council of New York State, Multiple locations, 1996
- Healthcare in the 90s Lovell Safety Management, Multiple locations in New York State, 1995
- Tuberculosis ASHE, Las Vegas, NV, 1995
- Hazard Communication/Personal Protective Equipment Business Council of New York State, Multiple locations, 1995
- Chemical Hazards in Healthcare ASHE, Washington, DC, 1994
- What to Do When OSHA Knocks Business Council of New York State, Multiple locations, 1994
- Health Hazards in Construction Building Industry Employers of New York, Multiple locations, 1994
- Lock-out/Tag-out ASHE, Lake Buena Vista, FL, 1994
- Hazard Communication Council on Cultural Preservation, Washington, DC, 1994
- Reproductive Hazards ASHE, Philadelphia, PA, 1993
- Tuberculosis ASSE New Jersey Local Section, 1992



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UNITED STATES DISTRICT COURT EASTERN DISTRICT OF LOUISIANA FRANK P. RAGUSA, JR. \* Plaintiff \*CIVIL ACTION NO.: VERSUS \*2:21-cv-01971 LOUISIANA INSURANCE \*JUDGE CARL J. BARBIER GUARANTY ASSOCIATION, \*MAG. JUDGE KAREN ROBY ET AL. \* Defendants. \*

VIDEOTAPED DEPOSITION OF DR. STEPHEN TERRY KRAUS TAKEN AT ROUSSEL & CLEMENT 1550 WEST CAUSEWAY APPROACH MANDEVILLE, LA 70471 ON THURSDAY, FEBRUARY 23, 2023, AT 9:38 A.M.

EXHIBIT

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1 Α. Good morning. 2 My name is Alex Saunders, and I'm here Ο. 3 representing Avondale in connection with the 4 Ragusa matter. 5 Got you. Α. 6 And I know that you've done this before. Ο. 7 In fact, we were just talking about a prior 8 deposition that went fairly late into the evening. 9 And so it's fair to say that I don't need to 10 restate all the deposition rules with you again 11 today, do I, sir? 12 No, sir. Α. 13 All right. Can you please state your Q. 14 full name and business address for the record? 15 Stephen, S-T-E-P-H-E-N, Terry, Α. T-E-R-R-Y, Kraus, K-R-A-U-S, 111 Veterans 16 17 Boulevard, Suite 401 -- excuse me, Suite 403, and 18 it's 70005. 19 Q. All right. Thank you. 20 Α. In Metairie. 21 Got it. Dr. Kraus, in connection with Ο. 22 your deposition this morning, we were provided 23 with some materials, including but not limited to 24 your report in the Ragusa matter, correct? 25 That's correct. Α.



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Α. I was just waiting to see if there was an objection. Yes. Okay. Do you have an opinion one way or Ο. another as to whether that range of exposures that you identified a moment ago is significantly above background or ambient exposures? MRS. ROUSSEL: Object to the form of the question. Object. DEFENSE COUNSEL: THE WITNESS: It would be at those levels a significant contributing factor to the development of malignant mesothelioma.

14 EXAMINATION BY MR. SAUNDERS: 15 So it's your understanding that based on Q. 16 all the materials you reviewed in this particular 17 case, Mr. Ragusa's exposure to respirable asbestos 18 fibers as a consequence of his working around Hopeman Brothers' employees cutting, installing, 19 20 or otherwise manipulating asbestos-containing wallboards during the relevant time period would 21 22 be a substantial contributing cause of his 23 development of mesothelioma? 24 DEFENSE COUNSEL: Object to the form. 25 THE WITNESS: That's correct.



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DATE

Kraus, Dr. Stephen Terry 2/23/2023

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#### REPORTER'S CERTIFICATE

This certification is valid only for a transcript accompanied by my original signature and original seal on this page.

5 I, ANNA C. COATES, CCR, RPR, do hereby certify that DR. STEPHEN TERRY KRAUS, to whom the 6 7 oath was administered, after having been duly sworn by me upon authority of R.S. 37:2554, did 8 testify as herein above set forth in the foregoing 9 10 390 pages; that this testimony was reported by me in the stenotype reporting method, was prepared 11 and transcribed by me and is a true and correct 12 13 transcript to the best of my ability; that the transcript has been prepared in compliance with 14 15 transcript format quidelines required by rules of the board; that I have acted in compliance with 16 17 the prohibition on contractual relationships, as defined by Louisiana Code of Civil Procedure 18 19 Article 1434 and in rules and advisory opinions of 20 the board; that I am not related to counsel or the 21 parties hereto, nor am I otherwise źnùerested in 22 the outcome of this matter

> ANNA C. COATES, RPR, CCR LOUISIANA CCR NO. 97018



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#### **AFFIDAVIT**

#### STATE OF LOUISIANA

#### **PARISH OF ORLEANS**

#### BEFORE ME, the undersigned authority, personally came and appeared:

#### **DR. STEPHEN TERRY KRAUS**

#### who, after being duly sworn, did depose and state:

- 1. Exhibit A, which is a true and correct copy of my report in this case, was prepared by me based upon my knowledge of the information contained in same. I adopt herein all opinions set forth in this report and make them part of this Affidavit. If I were present in Court, I would testify consistent with what I have stated in Exhibit A.
- 2. Exhibit B is a true and correct copy of my Curriculum Vitae. If I were present in Court, I would testify consistent with what I have stated in Exhibit B.
- 3. I am licensed to practice medicine in the States of Louisiana and have been Board Certified in Radiation Oncology since 1976. Radiology Oncology includes the diagnosis and treatment of cancers, including lung cancer. I received my medical degree from the University of Cincinnati College of Medicine. I have treated lung cancer and mesothelioma patients since 1982 and have treated or consulted on over 120 patients with malignant mesothelioma. I have served as the medical director for the Department of Radiology/Oncology at Tulane Medical School. My Curriculum Vitae is attached as Exhibit "B".
- 4. As stated in Paragraphs 4 and 5 of my report, I have reviewed numerous documents in this case. These documents include, but are not limited to medical records and imaging, including x-rays and scans, of Frank Ragusa, Jr. I have reviewed the depositions of Frank Ragusa, Jr. (September 28-30, 2021). I have also reviewed the social security itemized statement of earnings of Frank Ragusa, Jr. I have reviewed the reports of Gerard Baril and Dr. James Millette.
- 5. As stated in Paragraph 44 of my report, Mr. Frank Ragusa first worked at Avondale Shipyards from June 6, 1972, to August 1972, as a tacker in the Westwego yard. He used asbestos cloth to cover himself while welding. The welding cloth was manufactured by Uniroyal. Asbestos cloth was used daily. It was cut. The cloth was supplied by Eagle and Taylor-Seidenbach. He returned to Avondale Shipyards at the main yard from February 5, 1975 through March 29, 1979, and worked as a maintenance helper, crane operator, and crane hooker. He worked around Hopeman Brothers on the Zapata rig installing asbestos wallboard. The asbestos wallboards

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were cut with a Skil saw by Hopeman Brothers and "dust just went flying". Hopeman Brothers did not take any precautions to protect him from asbestos exposure. He also worked at Avondale Shipyards as a crane operator from June 20, 1980, to December 4, 1981, and again as a crane operator from October 18, 1982, to February 5, 1983. In 1989, he returned to Avondale as a crane operator working for a contractor. He was exposed to dust from the frictions from the crane.

- 6. As stated in Paragraph 45 of my report, Mr. Frank Ragusa also worked as a crane operator at various other industrial facilities from the mid 1970s until 2017. He operated cranes manufactured by American, Link Belt, Manitowoc, and Marion. He was exposed to asbestos from the cranes. When he ran these cranes, he worked right next to the frictions. He assisted mechanics in changing the asbestos frictions on these cranes. Compressed air was used to clean the drums.
- 7. As stated in Paragraph 46 of my report, as a crane operator, Mr. Frank Ragusa worked in various plants, including Nine Mile, Little Gypsy, Shell Oil, Shell Chemical, Dow, Exxon, ExxonMobil Rubicon, BP refinery, Murphy Oil, Borden, Union Carbide, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, Triad, and CF Industries. At these plants, he was exposed to asbestos from other crafts, including pipefitters and insulators, changing gaskets and removing old insulation. A hand wire brush and power wire brush were used to scrape out the gaskets. Garlock 900 were the gaskets he identified at the plants. He worked around pipefitters using this gasket material. He also worked around insulators at the plants. He also identified working around insulators and pipefitters changing insulation and gaskets on boilers and turbines. The boilers he recalled were Foster Wheeler and Riley Stoker. The turbines he recalled were General Electric and Westinghouse.
- 8. As stated in Paragraph 47 of my report, as a medical doctor, I performed a qualitative cumulative assessment of Mr. Frank Ragusa's asbestos exposure. In making my assessment, I reviewed the testimony outlined above and the reports of Gerard Baril and Dr. James Millette. I also reviewed the scientific and medical literature which confirm the high levels of occupational asbestos exposure sustained by Mr. Frank Ragusa. I also reviewed the X-rays, scans, and medical records of Mr. Frank Ragusa.
- 9. As stated in Paragraph 48 of my report, Mr. Frank Ragusa worked at Avondale Shipyards where he used asbestos welding cloth and operated cranes. He also worked around Hopeman Brothers cutting wallboard with a Skil saw at Avondale Shipyards. Gerard Baril, a Certified Industrial Hygienist, stated that Mr. Frank Ragusa sustained high levels of exposure while at Avondale Shipyards using asbestos cloth, working around Hopeman Brothers, and operating cranes. Based on my review of Mr. Baril's report as well as my review of the scientific and medical literature, these exposures sustained by Mr. Frank Ragusa from this work at Avondale exceeded the current and historical permissible exposure limits. (128, 129, 132, 133, 134, 190, 272). Although Mr. Ragusa's exposures exceeded current and historical permissible exposures below the

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historical and current permissible exposure limits are significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178)

- 10. As stated in Paragraph 49 of my report, Mr. Frank Ragusa was exposed to asbestos at various plants, including Nine Mile, Little Gypsy, Shell Oil, Shell Chemical, Dow, Exxon, ExxonMobil Rubicon, BP refinery, Murphy Oil, Borden, Union Carbide, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, Triad, and CF Industries. At these plants, he was exposed to asbestos from other crafts changing gaskets and removing insulation. Gerard Baril stated that Mr. Frank Ragusa sustained high levels of exposures at these facilities from his work around other crafts handling gaskets and insulation on piping, turbines, and boilers. This included Riley Stoker and Foster Wheeler boilers as well as General Electric and Westinghouse turbines. Based on my review of Mr. Baril and Dr. Millette's reports as well as my review of the scientific and medical literature, these exposures sustained by Mr. Frank Ragusa from this work at these plants exceeded the current and historical permissible exposure limits. (128, 129, 131, 132, 133, 134, 190, 272). Although Mr. Ragusa's exposures exceeded current and historical permissible exposure limits, it is recognized in the scientific literature that exposures below the historical and current permissible exposure limits are significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178)
- 11. As stated in Paragraph 50 of my report, Mr. Frank Ragusa worked as a crane operator from the 1970s through 2017. He operated cranes manufactured by American, Link Belt, Manitowoc, and Marion. He was exposed to asbestos from the frictions used in the cranes. When he ran these cranes, he worked right next to the frictions. He assisted mechanics in changing the asbestos frictions on these cranes. Compressed air was used to clean the drums. Gerard Baril, a Certified Industrial Hygienist, stated that Mr. Frank Ragusa sustained high levels of exposure from his work operating and assisting in the maintenance of cranes. Based on my review of Mr. Baril and Dr. Millette's reports as well as my review of the scientific and medical literature, these exposures sustained by Mr. Frank Ragusa from this brake and clutch work exceeded the current and historical permissible exposure limits. (214, 215, 230, 273, 274, 275, 276, 277, 278, 279). Although Mr. Ragusa's exposures exceeded current and historical permissible exposure limits, it is recognized in the scientific literature that exposures below the historical and current permissible exposure limits are significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178)
- 12. As stated in Paragraph 51 of my report, although Mr. Frank Ragusa sustained occupational exposures to asbestos that exceeded the current and historical exposure limits, it is recognized in the scientific and medical literature that exposures well below the permissible exposure limits are significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178). The literature shows that exposures as brief as one day, three weeks, or even three months is sufficient to cause mesothelioma. (9, 34, 88, 89, 95, 98, 104, 106, 107, 114, 116, 128) Mr. Frank Ragusa's exposures greatly exceeded these durations and resulted in his development of malignant mesothelioma.

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- 13. As stated in Paragraph 52 of my report, Mr. Frank Ragusa had significant occupational asbestos exposure while employed by Avondale Shipyards and while working as a contractor for Avondale Shipyards. Mr. Frank Ragusa had significant occupational asbestos exposures from working around Hopeman Brothers contractors at Avondale Shipyards and from using Uniroyal asbestos cloth supplied by Eagle and Taylor-Seidenbach. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.
- 14. As stated in Paragraph 53 of my report, Mr. Frank Ragusa had significant occupational asbestos exposure from his work at Nine Mile, Little Gypsy, Shell Oil, Shell Chemical, Dow, Exxon, ExxonMobil Rubicon, BP refinery, Murphy Oil, Borden, Union Carbide, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, Triad, and CF Industries. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.
- 15. As stated in Paragraph 54 of my report, Mr. Frank Ragusa had significant occupational asbestos exposure from his around asbestos products from Riley Stoker and Foster Wheeler boilers and General Electric and Westinghouse turbines. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.
- 16. As stated in Paragraph 55 of my report, Mr. Frank Ragusa had significant occupational asbestos exposure from his operation and maintenance of cranes manufactured by American, Link Belt, Manitowoc, and Marion. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.

Dr. Stephen Terry Kraus did further state that all of the information contained herein is true

and correct to his personal knowledge and belief.

par Tulles

DR. STEPHEN TERRY KRAUS

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 10 DAY OF March, 2023. NOTARY(PUBLIC

## Ragusa, Frank, Jr.

## Date of birth: 1953

Name of wife: Maxine "Becky" Ragusa

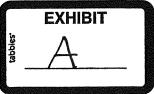
## Names of children: Valerie and Stephanie

1. My name is Stephen Terry Kraus, MD. I am licensed to practice medicine in the State of Louisiana. I have been board certified since 1976 in Radiation Oncology (Therapeutic Radiology). I have treated or consulted on over 130 patients with malignant mesothelioma.

2. The opinions expressed in this report are supported by decades of medical practice and the consensus of the scientific and medical community regarding mesothelioma and occupational and para-occupational domestic exposure to asbestos.

3. From 1982 until 2003, I worked at West Jefferson Medical Center as an oncologist. During that time, I initiated the West Jefferson Medical Center Tumor Board and chaired the Tumor Board during the time that I was at West Jefferson Medical Center. In 2010, I participated in and at times moderate of the Tumor Conference at Tulane Cancer Center, as well as being responsible for all Tumor Board and Tumor Registry activities at Tulane Medical Center. In 2011, I participated in the LSU Medical Center and at the Veterans Administration Hospital Tumor Boards. From 2010 until January 2014, I was the Medical Director of the Department of Radiation Oncology at the Tulane Cancer Center, at which time I retired from Tulane Cancer Center. In April 2014, I was requested to return to the Tulane Cancer Center in the Department of Radiation Oncology where I remained until November 2015. During my time as an oncologist, I have seen many individuals from the "Jefferson Parish" area with malignant mesothelioma. Jefferson Parish developed because of industry, including Avondale Shipyards as well as others industries. Anyone who worked in a shipyard, including office workers, during the time that asbestos was present, were exposed to asbestos. (89)

4. I have reviewed the medical records, x-rays and scans from Baylor College of Medicine, St. Luke's Medical Center, Dr. Robert Ripley, Touro Infirmary, Dr. James Ellis, West Jefferson Medical Center, Cancer Center at West Jefferson Medical Center, West Jefferson Family Doctor Clinic, West Jefferson Pulmonary Associates, Ochsner Urgent Care, Concerned Home Health, Delta Pathology Group, West Jefferson Medical Center Infectious Disease Clinic.



5. I have reviewed the depositions of Frank Ragusa, Jr. (September 28-30, 2021). I have also reviewed the social security itemized statement of earnings of Frank Ragusa, Jr. I have reviewed the reports of Gerard Brail and Dr. James Mallette.

6. January 2021: Mr. Ragusa told me that his symptoms of shortness of breath and dyspnea upon exertion started in January 2021. He tried to exercise, but could not breathe. "It all went downhill from there." Mr. Ragusa noticed an increase in his shortness of breath in March, 2021. This progressed into April. He sought medical attention from Dr. Rochon on May 4, 2021.

7. May 4, 2021: Mr. Ragusa was seen by Dr. Rochon at West Jefferson Medical Center. He had shortness of breath, dyspnea upon exertion and chest tightness. His weight was 174 pounds. Respiratory rate 16/min. He has been identified as a former smoker. He had a 15 year pack history and had quit smoking. Chest x-ray revealed right-sided large pleural effusion.

8. May 12, 2021: A CT scan of the chest showed a large right pleural effusion and pleural thickening most prominent at right lung base. The pleural thickening was nodular. It also extended into the mediastinal pleural surface in the superior mediastinum. No left-sided pleural effusion was noted. A small subpleural nodule was noted in the right upper lobe of lung. I have reviewed the CT scan. Calcified pleural plaques are noted in the lower medial right upper lobe. There is a mediastinal and tracheal/esophageal shift to the left with compression of the right middle lobe bronchus. Obliteration of right lower lobe noted from pleural effusion. Round atelectasis is noted in the right lung.

9. May 14, 2021: A thoracentesis removed 1500 cc. The final pathology was done by Delta Pathology Group of the thoracentesis, and was negative for malignancy.

10. May 26, 2021: A CT scan reveals right pleural effusion that is most significant in the right lung base and extends to the right upper lobe area as well as the right visceral pleura. Thickened pleural nodularity is noted that extends to the right posterior costophrenic angle. I have reviewed this CT scan.

11. May 31, 2021: Right chest pain, shortness of breath and coughing continued. 1000 cc of fluid was removed via thoracentesis. Previous thoracenteses were done on May 14, 2021 (1500 cc), and again on May 31, 2021 (1000 cc).

12. June 3, 2021: CT scan guided biopsy of the right pleural mass was accomplished.

13. June 4, 2021: The biopsy was positive for CK 7, p 40, CK 5/6, Calretinin, WT 1 and D 2 40. The biopsy was negative for Napkin A, TTF-1, CK 20 and Synaptophysin.

Final diagnosis was epithelioid mesothelioma. Pathology signed out by Michael LeRoy, MD.

14. June 9, 2021: Mr. Ragusa was evaluated by Dr. James Ellis. He had chest discomfort. On physical exam breath sounds were diminished in the right hemithorax and completely absent at the right base. Because he was fairly healthy, Dr. Ellis felt that he was a good candidate for aggressive treatment. Dr. Ellis communicated with Dr. Ripley at Baylor. Dr. Ellis described Mr. Ragusa had asbestos exposure during his career.

15. June 10, 2021: Dr. Ellis consulted with Dr. Ripley at Baylor. Neoadjuvant chemotherapy was recommended.

16. June 11, 2021: 2300 cc of pleural fluid was removed via thoracentesis.

17. June 16, 2021: Dr. Ellis recommended a combination of pemetrexed and cisplatin every 3 weeks.

18. June 23, 2021: Mr. Ragusa was evaluated by Robert Ripley, MD. Neoadjuvant versus adjuvant chemotherapy was discussed with Mr. Ragusa. It was recommended that he receive surgery followed by chemotherapy. Recommendation was for chemotherapy including a platinum based chemotherapy, pemetrexed chemotherapy and Avastin followed by surgery. He was described as having right lateral and posterior chest wall discomfort. He noted that he has been on a decline in his performance status secondary to shortness of breath and dyspnea upon exertion. Mr. Ragusa quit smoking on April 19, 1984 (37.2 years since quitting smoking.) He was described as being sexually active. Weight was 166 pounds. (8 pound weight loss since May 4, 2021.) It was noted that he was short of breath on exertion and had right chest wall discomfort.

19. June 29, 2021: Mr. Ragusa was seen at St. Luke's Medical Center. He had discomfort in his right lateral and posterior chest wall and noted a decline in his overall performance status secondary to dyspnea upon exertion.

20. July 1, 2021: Mr. Ragusa underwent a mediastinoscopy and right thoracentesis as well as a diagnostic laparoscopy with washings at Baylor College of Medicine. 2 L of fluid was removed via thoracentesis. (Since May 14, 2021 the total amount of fluid removed was 7800 cc.) Bronchoscopy demonstrated that airways were patent and normal. Left paratracheal lymph node revealed metastasis. Subsequent immunohistochemistry was positive for Calretinin, WT1 and D2-40. The peritoneal soft tissue biopsies revealed no evidence of malignancy. The peritoneal washings were negative. Final diagnosis was a right-sided pleural malignant mesothelioma with nodal metastasis.

21. October 14, 2021: A PET CT scan was undertaken. Dramatic regression of the right mesothelioma, with residual pleural thickening and residual extension into the mediastinum was noted. There were several residual lobular and nodular foci of the pleural thickening, posteriorly that demonstrated hypermetabolic activity. The right pleural effusion is present but diminished in size. An increase in compressive atelectasis of the right lower lobe was noted. There was hypermetabolic activity along the visceral pleural surface along the right aspect of the mediastinum.

22. October 21, 2021: I evaluated Mr. Ragusa (see my evaluation).

23. November 11, 2021: Mr. Ragusa had developed a fistula with empyema. A right VATS was undertaken with right pleural decortication. The drainage of the empyema was accomplished without complication.

24. November 21, 2021: Mr. Ragusa accepted the treatment decision of having a right thoracotomy, right pleurectomy and decortication, possible chest wall resection, pericardial and diaphragm resection and reconstruction.

25. December 1, 2021: Mr. Ragusa underwent a right extended posterior lateral thoracotomy. Mr. Ragusa underwent right parietal pleurectomy, right visceral decortication, complete diaphragm resection with reconstruction, thymectomy, mediastinal lymph node dissection and therapeutic flexible bronchoscopy. Pathology report revealed the skin and soft tissue had acute and chronic inflammation. The epithelioid malignant mesothelioma had metastasis to the thymus, diaphragmatic extension of with the malignancy extended into the lung parenchyma and pericardial extension did not fully extend through the pericardium. There was greater than 50% of the mesothelioma present. The primary tumor was staged as a pT3. 60% of the malignancy was epithelioid malignant mesothelioma.

26. December 22, 2021: Mr. Ragusa was admitted to West Jefferson Medical Center. A CT of chest with contrast was done. A complex pneumothorax, (hydropneumothorax), was noted both anteriorly and posteriorly on the right. Pleural fluid was noted but diminished since prior exams. Partial collapse of the right lung was noted. The left lung remained clear. No left pleural effusion was appreciated. 27. January 12, 2022: CT scan of chest revealed a large pyopneumothorax as well as progression of the right hemithorax mesothelioma.

28. February 9, 2022: Mr. Ragusa was evaluated Dr. Robert Ripley. Mr. Ragusa requires a flap into the chest space. He will be reassessed in two weeks.

29. February 23, 2021: Mr. Ragusa was seen by Dr. Robert Ripley. It was determined that a latissimus and omental flap would be done.

30. March 15-21, 2022: Mr. Ragusa had developed a right empyema with trapped lung. At Baylor College of Medicine he underwent a right thoracotomy, latissimus muscle slap transfer as well as decortication of the right lung. He had undergone a resection of the diaphragm scar, harvest of the omentum, right thoracotomy and pulmonary decortication were done. It was noted that the liver was adherent to the chest wall. Fibrous scarring was formed along the pseudo-diaphragm. The final pathology reveals foreign body granulomas and scar tissue. He was discharged to home with a chest tube.

31. March 30, 2022: Mr. Ragusa returned to Baylor to see Dr. Ripley. Chest x ray shows a worsening of the atelectasis in the right lower lobe.

32. May 10, 2022: Mr. Ragusa was seen by Jaimie Nguyen, MD at the West Jefferson Medical Center Infectious Disease Clinic. Mr. Ragusa was medically stable. A CT scan was ordered.

33. May 19, 2022: CT scan of the chest revealed pleural nodularity throughout the right hemithorax consistent with malignant mesothelioma as well as progression of mediastinal adenopathy. The pyopneumothorax appeared to be stable.

34. June 3, 2022: Dr. Ripley evaluated Mr. Ragusa via telemedicine. The CT scan was of concern. A PET/CT scan was to be undertaken.

35. July 12, 2022: Mr. Ragusa was seen by Dr. Ellis. Mr. Ragusa continues to have limitations in range of motion of the right arm as well as chronic pain in the right chest wall and right shoulder. Norco was prescribed for pain.

36. August 17, 2022: PET scan shows hypermetabolic pleural mass lesions consistent with recurrent malignancy. Nodal adenopathy in the right precranial, right hilar, right anterior cardiophrenic angle, right retrocrural space and gastrohepatic ligament chain.

37. September 8, 2022: Mr. Ragusa was initiated on palliative immunotherapy (Opdivo and Yervoy).

38. September 20, 2022: Mr. Ragusa was having ongoing fatigue and low grade fevers. He had chest pain, cough and trouble swallowing as well.

39. November 1, 2022: Mr. Ragusa continued to have right generalized skeletal pain and was proscribed Prednisone 20 mg twice a day.

40. November 15, 2022: Mr. Ragusa continued to have chronic chest pain since surgery. He was initiated MS Contin 30 mg twice a day and Norco for breakthrough pain.

41. November 22, 2022: A PET/CT scan was done as part of restaging. It showed progression of the mesothelioma in the right thorax. This was in the pleura as well as the lymph nodes.

42. November 29, 2022: Dr. James Ellis stopped Opdivo and Yervoy due to progression of the mesothelioma. Both Dr. Ellis and Dr. Ripley are reviewing clinical trials to determine if there is any effective alternative therapy. Dr. Ellis notes that Mr. Ragusa's "life expectancy would also be limited." Mr. Ragusa continues to have chest pain consistent with progression of the malignant mesothelioma. Dr. Ellis is discontinuing the long-acting morphine and adding Duragesic for pain.

43. Mesothelioma is a terminal disease, which will require medical treatment throughout the remainder of Mr. Ragusa's life. His average monthly expenses will continue to increase until his death. The overall survival can range from 12 months to 5 years or greater from date of diagnosis. (285). If Mr. Ragusa did not have mesothelioma his life expectancy would be 83.7 years. (261)

44. Mr. Frank Ragusa first worked at Avondale Shipyards from June 6, 1972, to August 1972, as a tacker in the Westwego yard. He used asbestos cloth to cover himself while welding. The welding cloth was manufactured by Uniroyal. Asbestos cloth was used daily. It was cut. The cloth was supplied by Eagle and Taylor-Seidenbach. He returned to Avondale Shipyards at the main yard from February 5, 1975 through March 29, 1979, and worked as a maintenance helper, crane operator, and crane hooker. He worked around Hopeman Brothers on the Zapata rig installing asbestos wallboard. The asbestos wallboards were cut with a Skil saw by Hopeman Brothers and "dust just went flying". Hopeman Brothers did not take any precautions to protect him from asbestos exposure. He also worked at Avondale Shipyards as a crane operator from June 20, 1980, to December 4, 1981, and again as a crane operator from October 18, 1982, to February 5, 1983. In 1989, he returned to Avondale as a crane operator working for a contractor. He was exposed to dust from the frictions from the crane. 45. Mr. Frank Ragusa also worked as a crane operator at various other industrial facilities from the mid 1970s until 2017. He operated cranes manufactured by American, Link Belt, Manitowoc, and Marion. He was exposed to asbestos from the cranes. When he ran these cranes, he worked right next to the frictions. He assisted mechanics in changing the asbestos frictions on these cranes. Compressed air was used to clean the drums.

46. As a crane operator, he worked in various plants, including Nine Mile, Little Gypsy, Shell Oil, Shell Chemical, Dow, Exxon, ExxonMobil Rubicon, BP refinery, Murphy Oil, Borden, Union Carbide, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, Triad, and CF Industries. At these plants, he was exposed to asbestos from other crafts, including pipefitters and insulators, changing gaskets and removing old insulation. A hand wire brush and power wire brush were used to scrape out the gaskets. Garlock 900 were the gaskets he identified at the plants. He worked around pipefitters using this gasket material. He also worked around insulators at the plants. He also identified working around insulators and pipefitters changing insulation and gaskets on boilers and turbines. The boilers he recalled were Foster Wheeler and Riley Stoker. The turbines he recalled were General Electric and Westinghouse.

47. As a medical doctor, I performed a qualitative cumulative assessment of Mr. Frank Ragusa's asbestos exposure. In making my assessment, I reviewed the testimony outlined above and the reports of Gerard Baril and Dr. James Millette. I also reviewed the scientific and medical literature which confirm the high levels of occupational asbestos exposure sustained by Mr. Frank Ragusa. | also reviewed the X-rays, scans, and medical records of Mr. Frank Ragusa, as outlined above.

48. Mr. Frank Ragusa worked at Avondale Shipyards where he used asbestos welding cloth and operated cranes. He also worked around Hopeman Brothers cutting wallboard with a Skil saw at Avondale Shipyards. Gerard Baril, a Certified Industrial Hygienist, stated that Mr. Frank Ragusa sustained high levels of exposure while at Avondale Shipyards using asbestos cloth, working around Hopeman Brothers, and operating cranes. Based on my review of Mr. Baril's report as well as my review of the scientific and medical literature, these exposures sustained by Mr. Frank Ragusa from this work at Avondale exceeded the current and historical permissible exposure limits. (128, 129, 132, 133, 134, 190, 272). Although Mr. Ragusa's exposures exceeded current and historical permissible exposure limits, it is recognized in the scientific literature that exposures below the historical and current

permissible exposure limits are significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178)

49. Mr. Frank Ragusa was exposed to asbestos at various plants, including Nine Mile, Little Gypsy, Shell Oil, Shell Chemical, Dow, Exxon, ExxonMobil Rubicon, BP refinery, Murphy Oil, Borden, Union Carbide, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, Triad, and CF Industries. At these plants, he was exposed to asbestos from other crafts changing gaskets and removing insulation. Gerard Baril stated that Mr. Frank Ragusa sustained high levels of exposures at these facilities from his work around other crafts handling gaskets and insulation on piping, turbines, and boilers. This included Riley Stoker and Foster Wheeler boilers as well as General Electric and Westinghouse turbines. Based on my review of Mr. Baril and Dr. Millette's reports as well as my review of the scientific and medical literature, these exposures sustained by Mr. Frank Ragusa from this work at these plants exceeded the current and historical permissible exposure limits. (128, 129, 131, 132, 133, 134, 190, 272). Although Mr. Ragusa's exposures exceeded current and historical permissible exposure limits, it is recognized in the scientific literature that exposures below the historical and current permissible exposure limits are significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178)

50. Mr. Frank Ragusa worked as a crane operator from the 1970s through 2017. He operated cranes manufactured by American, Link Belt, Manitowoc, and Marion. He was exposed to asbestos from the frictions used in the cranes. When he ran these cranes, he worked right next to the frictions. He assisted mechanics in changing the asbestos frictions on these cranes. Compressed air was used to clean the drums. Gerard Baril, a Certified Industrial Hygienist, stated that Mr. Frank Ragusa sustained high levels of exposure from his work operating and assisting in the maintenance of cranes. Based on my review of Mr. Baril and Dr. Millette's reports as well as my review of the scientific and medical literature, these exposures sustained by Mr. Frank Ragusa from this brake and clutch work exceeded the current and historical permissible exposure limits. (214, 215, 230, 273, 274, 275, 276, 277, 278, 279). Although Mr. Ragusa's exposures exceeded current and historical permissible exposure limits, it is recognized in the scientific literature that exposures below the historical and current permissible exposure limits are significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178)

51. Although Mr. Frank Ragusa sustained occupational exposures to asbestos that exceeded the current and historical exposure limits, it is recognized in the scientific and medical literature that exposures well below the permissible exposure limits are

significant in causing mesothelioma. (18, 38, 114, 116, 174, 176, 177, 178). The literature shows that exposures as brief as one day, three weeks, or even three months is sufficient to cause mesothelioma. (9, 34, 88, 89, 95, 98, 104, 106, 107, 114, 116, 128) Mr. Frank Ragusa's exposures greatly exceeded these durations and resulted in his development of malignant mesothelioma.

52. Mr. Frank Ragusa had significant occupational asbestos exposure while employed by Avondale Shipyards and while working as a contractor for Avondale Shipyards. Mr. Frank Ragusa had significant occupational asbestos exposures from working around Hopeman Brothers contractors at Avondale Shipyards and from using Uniroyal asbestos cloth supplied by Eagle and Taylor-Seidenbach. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.

53. Mr. Frank Ragusa had significant occupational asbestos exposure from his work at Nine Mile, Little Gypsy, Shell Oil, Shell Chemical, Dow, Exxon, ExxonMobil Rubicon, BP refinery, Murphy Oil, Borden, Union Carbide, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, Triad, and CF Industries. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.

54. Mr. Frank Ragusa had significant occupational asbestos exposure from his around asbestos products from Riley Stoker and Foster Wheeler boilers and General Electric and Westinghouse turbines. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.

55. Mr. Frank Ragusa had significant occupational asbestos exposure from his operation and maintenance of cranes manufactured by American, Link Belt, Manitowoc, and Marion. These exposures were a significant contributing factor to the development of Mr. Frank Ragusa's mesothelioma.

56. The medical evidence shows that individuals exposed to asbestos begin to sustain tissue damage shortly after the inhalation of asbestos fibers, and that the individual sustains distinct bodily injury at the time of this occupational or paraoccupational exposure to asbestos. (172, 173, 175)

57. Ramazzini, in 1713, noted that laundresses "had fallen sick from various ailments contracted in the course of their work". The disease they contracted were from direct contact with linens and bedclothes. He postulated that changing out of their work clothes would prevent them from becoming ill "from various ailments

contracted during the course of their work". He suggested adequate ventilation, washing and separation of work clothes and non-work clothes (91, 111)

58. Joseph Lieutad described to cases of pleural malignancies that were consistent with malignant mesothelioma in 1767. (90)

59. Hoffman reported that American and Canadian asbestos workers labored in "unhealthful conditions" in 1918 (1)

60. Asbestos was first identified as a carcinogen in the United States by Smith and Lynch in 1935. (2)

61. Five cases of "primary pleural neoplasm" of mesothelioma origin by Klemperer in 1931. (84)

62. The 1942 Walsh-Healey Public Contracts Act provided that workers exposed to harmful materials be provided with protections to prevent the materials from being carried home on work clothing. (112)

63. The 1943 Sanitary Code of the State of Louisiana promulgated by the Louisiana State Board of Health provided that protections should be implemented to prevent asbestos dust from being carried home on work clothing. (195)

64. Wedler described pleural and peritoneal tumors associated with asbestos in 1943. (3)

65. The Annual Report of Chief Inspector of Factories for the Year 1947 sided 235 factory workers from 1924 through 1946 who had documented occupational asbestos exposure. Merewether "noted that" cancer of the lungs or pleura were found to be present as a cause of death in 31 (13.2%) of these cases. (4)

66. The 1951 Walsh–Healey Public Contracts Act recommends that asbestos workers be provided with "necessary protective work clothes" and that the work clothes and street clothes should not be in direct contact with one another. (92)

67. In 1956, Lieben described 68 workers with known asbestos occupational exposure, and "21 of these not only had evidence of asbestosis but also had suffered from malignancy". (5)

68. In 1960, Wagner determined that asbestos was the causative agent of malignant mesothelioma and that malignant mesothelioma did not occur "spontaneously. (86)

69. According to The Consensus Report of the 1997 Helsinki Conference, the Helsinki criteria were developed by a group of "19 participants from 8 countries not producing asbestos". All participants agreed that:

- A domestic or para occupational asbestos causes malignant mesothelioma
- Brief or low level exposure above threshold "is all that is required for malignant mesothelioma to be considered as asbestos related."
- All asbestos fiber types cause malignant mesothelioma.
- Brief or low-level asbestos exposure causes malignant mesothelioma. (18)

70. The Congressional Record, October 2007, acknowledges that:

- All fiber types of asbestos cause malignant mesothelioma
- Occupational asbestos exposure causes malignant mesothelioma
- Paraoccupational or domestic asbestos exposure causes malignant mesothelioma
- Asbestos is a "category a human carcinogen, the highest cancer hazard classification for a substance"
- Even low levels of asbestos exposure may cause asbestos related diseases including mesothelioma. (35)

71. The Congressional record of Families of Workers, October, 2007 acknowledges that families of asbestos workers are put at risk because of asbestos brought home by the workers on the shoes, clothes, skin and hair of the workers. (8, 14, 18, 38, 52, 54, 60, 70, 74, 76, 78, 79, 81, 95, 113)

72. The scientific and medical community are in consensus that occupational or para-occupational/domestic asbestos exposure can cause mesothelioma. (8, 9, 18, 19, 35, 38, 53, 54, 56, 74, 95, 113, 206)

73. The scientific and medical community are in consensus that even brief and low level exposure to asbestos can cause mesothelioma. (18, 38, 39, 54, 95, 113)

74. The scientific and medical community are in consensus that any occupational or para occupational exposure to asbestos—even brief or low-level exposures—must be considered causal in an individual with a mesothelioma. (8, 18, 19, 35, 38, 39, 72, 107, 113, 206)

75. "Mesothelioma is a signature malignancy for asbestos exposure". (19, 35, 54, 72, 113)

76. Asbestosis and mesothelioma are two totally separate and distinct diseases. (40, 41, 74, 90, 113, 127, 136, 137, 138, 139, 143, 144, 146, 164)

77. Asbestosis is a benign, but serious condition. (8, 18, 38, 113, 117, 138, 139, 143, 144, 145, 164)

78. Mesothelioma is a malignancy and is terminal. (8, 12, 16, 27, 34, 52, 75, 77, 82, 87, 88, 169)

79. The following agencies and organizations that acknowledge that occupational and para-occupational asbestos exposure can result in malignant mesothelioma and that all types of asbestos fibers can cause malignant mesothelioma.

- The Environmental Protection Agency (19)
- The International Agency for Research on Cancer (19, 117)
- The National Toxicology Program (19)
- The International Agency for Research on Cancer (19)
- The National Toxicology Program (19)
- The Occupational Safety and Health Administration (19, 93, 106, 114)
- The Consumer Products Safety Commission (19)
- The World Health Organization (19, 74, 76)
- The World Trade Organization (19)
- The National Institute for Occupational Safety and Health (9, 19)
- The American Thoracic Society (19, 144)
- The American Conference on Governmental Industrial Hygienists (19)
- The Report of the 1997 Helsinki Conference, 2014 Helsinki Criteria and publications from the American Cancer Society (18, 19, 113)

80. The National Institute for Occupational Safety and Health and the Occupational Safety and Agency concludes that occupational exposure to asbestos-contaminated materials is a risk for development of malignant mesothelioma. (8, 9, 93, 114, 130, 152)

81. Even low levels of occupational or para-occupational can cause malignant mesothelioma. (8, 9, 13, 18, 19, 36, 38, 39, 53, 54, 57, 75, 76, 95, 109, 113, 176, 177, 178)

82. Background asbestos exposure is negligible and not a factor in developing malignant mesothelioma. (18, 35, 72, 113, 176, 177, 178)

83. Smoking does not cause or contribute to the development of mesothelioma.(18).

84. The main cause of domestic or paraoccupational asbestos exposure is from laundering the clothes of asbestos workers. (14, 26, 38, 52, 54, 56, 78, 79, 81, 124,

244, 245, 246). Asbestos contamination of workers' homes causes all forms of asbestos disease among workers' family members, including mesothelioma. (54). Asbestos home contamination occurs from the wearing home of contaminated clothing, shoes, and other items. (54). When mesothelioma occurs in an asbestos workers' household contacts, it is a sentinel event for exposure to asbestos from home contamination. (54).

85. Kanarek acknowledges that all types of asbestos can cause malignant mesothelioma and that "brief or low exposures to asbestos are capable of mesothelioma carcinogenicity." (53)

86. Diagnosis and subtyping of malignant mesothelioma have been improved with sophisticated immunohistochemistry chemistry studies. (20, 22, 30, 40, 41, 113, 135, 136, 137, 149, 155, 158, 159, 166, 167, 204)

87. The quality of life for an individual with malignant mesothelioma is poor before treatment, during treatment and after treatment. (12, 15, 16, 23, 27, 28, 29, 30, 32)

- Symptoms of malignant pleural mesothelioma include:
- Profound pain
- Weight loss
- Chest wall pain or pleurisy
- Fluid in the thoracic cavity
- Severe shortness of breath
- Pain on breathing
- Fatigue
- Persistent cough
- Coughing up blood
- Persistent hiccups
- Inability to swallow
- Profound weakness
- Anemia
- Symptoms of heart failure
- Venous blood clots resulting in blood clots to the lung
- Massive blood clotting that would result in uncontrolled bleeding (disseminated intravascular coagulopathy)
- · Vascular blockage with profound facial and arm swelling
- Uncontrolled nosebleeds
- Extension of malignant mesothelioma through the diaphragm resulting in ascites, swelling of legs pelvic pain and back pain

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- Metastasis to lung, bone, liver, intestine and lymph nodes .
- Death ٠

88. It is my expert medical opinion that Frank Ragusa, Jr.'s the malignant mesothelioma was caused by his occupational asbestos exposure.

89. All opinions and conclusions in this report are to a reasonable degree of medical certainty and probability.

1/12/23

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Statement of Compensation for Stephen T. Kraus, M.D.

Hourly rate of compensation for expert witness testimony:

\$750 per hour

1.18111

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Medical Evaluation of Frank Ragusa, Jr.

Date of evaluation: October 21, 2021

Date of birth: 1953

Name of wife: Maxine "Becky" Ragusa

Names of children: Valerie and Stephanie

#### **Medical history:**

Pertinent work history of father: He was a salesman.

Pertinent work history of mother: She was a housewife.

Weight: May 4, 2021 his weight was 174 pounds. He is current weight is 155 pounds.

Pain: 8/10. He has a feeling of pressure in his right chest that sometimes is a sharp and stabbing pain. This pain radiates from the right anterior chest to the scapula. "I have the pain just about all of the time. I hurt right now as we talk. I cannot get in a comfortable position. It is constant, constant pain."

Eyes: Mr. Ragusa wears glasses. He has no cataracts, glaucoma or dry eyes.

Hearing: Mr. Ragusa has tinnitus secondary to chemotherapy.

Chest: Mr. Ragusa has a history of mesothelioma. He is scheduled for a rightsided thoracentesis tomorrow. He has a dry hacking cough. "Every time I talk, I seem to cough." He has shortness of breath at rest. He has dyspnea upon exertion. He has to walk in a deliberate fashion due to the dyspnea upon exertion. Mr. Ragusa tells me that his symptoms started in January 2021. He noted shortness of breath at rest and dyspnea upon exertion at that time. When he tried to exercise he could not breathe. "It all went downhill from there."

GI: "I have problems swallowing. It seems that food just sticks in my throat. Also, I have a sore throat now due to the chemotherapy. I have severe nausea and vomiting about a week after chemotherapy." I gave him some ice cream. He had some difficulty swallowing the ice cream. Also, he and his wife have noted that he has no appetite. "I do not have any taste with most foods. Other times, food tastes bitter and I cannot eat it."

Musculoskeletal: Mr. Ragusa has a decrease of 75-80% and muscle strength since April of this year. "I know I am not the man I was".

Psychiatric: Mr. Ragusa has depression that he grades as 5/10. He tells me that he is depressed at present "just sitting here in talking about the mesothelioma". He is aware that this is a terminal malignancy. (His wife interjected that she believes his depression is a 7–8/10. Both he and his wife enjoyed traveling. In 2020 they went to Disney World, St. Thomas, Tennessee and South Dakota. He cannot travel anymore secondary to his malignant mesothelioma.

January 2021: As noted above, Mr. Ragusa reported his symptoms of shortness of breath and dyspnea upon exertion started in January 2021. He tried to exercise, but could not breathe. "It all went downhill from there."

March 2021: He told me that his shortness of breath progressed.

May 4, 2021: He saw Lillibeth Rochon, MD at West Jefferson Medical Center. Shortness of breath and dyspnea upon exertion as well as chest tightness were worse. Chest x-ray revealed right-sided large pleural effusion.

May 12, 2021: A CT scan of the chest was done. I have reviewed the CT scan. There is a large right pleural effusion and pleural thickening that is most prominent at the right base. The pleural thickening is nodular. It extends to the mediastinal pleural surface in the superior mediastinum. A small subpleural nodule is noted in the right upper lobe of the lung. Calcified pleural plaques are present in the lower medial right upper lobe. There is a mediastinal and tracheal/ esophageal shift to the left with compressive atelectasis of the right middle lobe bronchus. Obliteration of right lower lobe noted from the pleural effusion. Round atelectasis is appreciated in the right lung.

May 14, 2021: A thoracentesis removed 1500 cc. The pathology of the pleural fluid was negative.

May 26, 2021: A CT scan reveals right pleural effusion that is most significant in the right lung base and extends to the right upper lobe area as well as the right

visceral pleura. Thickened pleural nodularity is noted that extends to the right posterior costophrenic angle. I have reviewed this CT scan.

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May 31, 2021: Right chest pain, shortness of breath and coughing continued. 1000 cc of fluid was removed via thoracentesis. Previous thoracenteses were done on May 14, 2021 (1500 cc), and again on May 31, 2021 (1000 cc).

June 3, 2021: CT scan guided biopsy of the right pleural mass was accomplished.

June 4 2021: The biopsy was positive for CK 7, p 40, CK 5/6, Calretinin, WT 1, and D 2-40, resulting in a diagnosis of epithelioid mesothelioma. Pathology was signed out by Michael LeRoy, MD.

June 9, 2021: Mr. Ragusa was evaluated by James Ellis, MD. He had chest discomfort. On examination breath sounds were diminished in the right hemithorax and completely absent at the right base. Because Mr. Ragusa was fairly healthy, Dr. Ellis felt that he was a good candidate for aggressive treatment. Dr. Ellis communicated with Dr. Ripley at Baylor. Dr. Ellis described Mr. Ragusa had asbestos exposure during his career.

June 10, 2021: Dr. Ellis consulted with Dr. Ripley at Baylor.

June 11, 2021: 2300 cc of right chest pleural fluid was removed via thoracentesis.

June 16, 2021: Dr. Ellis recommended a combination of pemetrexed and cisplatin every 3 weeks.

June 23, 2021: Mr. Ragusa was evaluated by Robert Ripley, MD. Neoadjuvant versus adjuvant chemotherapy was discussed with Mr. Ragusa. It was recommended that he receive surgery followed by chemotherapy. Recommendation was for chemotherapy including a platinum based chemotherapy, pemetrexed chemotherapy and Avastin followed by surgery. He had right lateral and posterior chest wall discomfort. He noted that he has been on a decline in his performance status secondary to shortness of breath and dyspnea upon exertion. Mr. Ragusa quit smoking on April 19, 1984 (37.2 years since quitting smoking.) He was described as being sexually active. Weight was 166 pounds. (8 pound weight loss since May 4, 2021.) He was short of breath on exertion and had right chest wall discomfort.

June 29, 2021: Mr. Ragusa was seen at St. Luke's Medical Center. He had discomfort in his right lateral and posterior chest wall and noted a decline in his overall performance status secondary to dyspnea upon exertion.

20. July 1, 2021: Mr. Ragusa underwent a mediastinoscopy and right thoracentesis as well as a diagnostic laparoscopy with washings at Baylor College of Medicine. 2 L of fluid was removed via thoracentesis. (Since May 14, 2021 the total amount of fluid removed was 7800 cc.) Bronchoscopy demonstrated that airways were patent and normal. Left paratracheal lymph node revealed metastasis. Subsequent immunohistochemistry was positive for Calretinin, WT1 and D2-40. The peritoneal soft tissue biopsies revealed no evidence of malignancy. The peritoneal washings were negative. Final diagnosis was a right-sided pleural malignant mesothelioma with nodal metastasis.

21. October 14, 2021: A PET CT scan was undertaken. Dramatic regression of the right mesothelioma, with residual pleural thickening and residual extension into the mediastinum was noted. There were several residual lobular and nodular foci of the pleural thickening, posteriorly that demonstrated hypermetabolic activity. The right pleural effusion is present but diminished in size. An increase in compressive atelectasis of the right lower lobe was noted. There was hypermetabolic activity along the visceral pleural surface along the right aspect of the mediastinum.

#### Work history as described by Mr. Ragusa

Mr. Ragusa tells me that he worked at Avondale Shipyards in 1972 and from 1975–1979 and again for a contractor. He also worked "up and down the river" at various industrial facilities. He worked as a crane operator.

Mr. Ragusa was exposed to asbestos cloth, gaskets (he identified Garlock 900) and packing. He identified turbines as being General Electric and Westinghouse. He identified Foster Wheeler and Riley Stoker boilers. He identified Hopeman Brothers employees who were cutting and fitting asbestos boards at Avondale. He identified insulating material being supplied by Taylor Seidenbach and Eagle.

During the workday "there were fibers flying everywhere. It got on my clothes and stayed on my clothes.

-

He worked around boiler workers, turbine workers, pipefitters, insulators, laborers, Hopeman Brothers workers who applied asbestos boards, and other crafts.

Mr. Ragusa tells me that there were no asbestos precautions. There were no warning signs on equipment or in the occupational workspace, there was no exhaust or dilution ventilation, there was no separation of or segregation of the asbestos workers, and there was no locker room with shower facilities.

My K

Curriculum Vitae

# **Stephen Terry Kraus**

## **Oncology Consulting Services, L.L.C.**

## 111 Veterans Blvd. Ste. 403

### Metairie, Louisiana 70005

Personal Data Date of Birth: 1944

Date of Birth: **Cincinnati**, 1944 Place of Birth: Cincinnati, Ohio Spouse: Sally Gaden Kraus Children: Douglas and Amelia Kraus Home Address: 3109 Desoto Street New Orleans, Louisiana 70119 (504) 717-3237 <u>Terrykrausmd@gmail.com</u>

1971-1973 Military Service: United States Navy Rank: Lieutenant, Honorable Discharge

#### **Licenses Held**

1976 – Active Board Certification: American Board of Radiology Therapeutic Radiology

Louisiana # MD.0534474 (1982-present)

### Education

- 1973-1976 Residency Shands Teaching Hospital Department of Radiation Oncology 1600 SW Archer Road Gainesville, FL. 45219
- 1970-1971 Internship The Christ Hospital 2319 Auburn Ave.



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#### Cincinnati, Ohio 45219

1966-1970 Medical School Doctor of Medicine University of Cincinnati 2600 Clifton Ave. Cincinnati, Ohio

#### **Appointments/Academic Experience**

- 2010- Jan. 2014 Medical Director, Retired February 14, 2015 Dept. Radiation Oncology Tulane Cancer Center
- Jan.2014-April 2014 Retired
- Apr.2014-Nov.2015 Staff Physician Dept. Radiation Oncology Tulane Cancer Center

2011-2015 Consulting Staff Physician LSU Health System, New Orleans, La.

2008–2009 Consulting Staff Physician Colquitt Regional Hospital, Moultrie, Ga.

2007–2009 Consulting Staff Physician Crisp Regional Hospital, Cordele, Ga.

- 2003–2010Staff Physician, Department of Radiation Oncology<br/>Phoebe Putney Memorial Hospital, Albany, Ga.
- 2003–2009 Staff Physician HCA Palmyra Hospital, Albany, Ga.

1992–2003Consulting Staff PhysicianSt. Charles Hospital, Luling, La.

- 1990–2003 Consulting Staff Physician Thibodeaux Regional Medical Center, Thibodeaux, La.
- 1982–2003Staff Physician<br/>West Jefferson Medical Center<br/>Medical Director, Department Radiation Oncology, Marrero, La.

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1976–1982Staff Physician<br/>Divine Providence Hospital, Williamsport, Pa.<br/>Medical Director, Cancer Treatment Center

2015-Present C

Oncology Consulting Services, LLC

2012–2015Sub-investigator: Algeta: A Study of Alpharadin in Castration–Resistant(Hormone Refractory) Prostate Cancer Patients with Bone MetastasisProtocol #Bay 88–80222/15995222/15995

2012-2015 Sub-Investigator: Algeta: A Study in Alpharadin in Men with Bone Metastasis from Prostate Cancer. Protocol #Bay 09–00295

April 2014–2015 Sub-investigator: A Retreatment Safety Study of Radium 223 Dichloride in Subject's with Castration–Resistant Prostate Cancer with Bone Metastasis Who Received an Initial Course of 6 Doses of Radium 223 Dichloride 50 KBq/K Every 4 Weeks. Protocol #Bay 16506

April 2014–2015 Sub-investigator: A Randomized Open–Label Phase IIa Study Evaluating the Efficacy and Safety of Radium 223 Dichloride in Subjects with Castration–Resistant Prostate Cancer with Bone Metastasis Who Received an Initial Course of 6 Doses of Radium–223 Dichloride 50 KBq/Kilogram Every 4 Weeks. Protocol #Bay 16506

April 2014–2015 Sub-Investigator: A Phase 3 Randomized, Double-Blind, Placebo Controlled Trial of Radium 223 Dichloride in Combination with Abiraterone Acetate and Prednisone/Prednisolone in the Treatment of Asymptomatic or Mildly Symptomatic Chemotherapy–Naïve Subjects with Bone Predominate Metastatic Castration–Resistant Prostate Cancer (CRPC) Protocol #Bay 15396 Case 24-32428-KLP Doc 86-8 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 8 Page 50 of 60

April 2014–2015 Participant: A Phase 3 Trial of Accelerated Whole Breast Radiation with Hypo-Fractionation plus Contrast Current Boost versus Standard Whole Breast Radiation Plus Sequential Boost for Early Stage Breast Cancer. RTOG 1005

April 2014–2015 Participant: A Randomized Phase 3 Trial of Cisplatin and Tumor Volume Directed Volume Directed Radiation Followed by Carboplatin and Paclitaxel Versus Carboplatin and Paclitaxel for Optimally Debulked, Advanced Endometrial Carcinoma. GOG 0258

April 2014–2015 Participant: A Phase 3 Trial of Adjuvant Chemotherapy Following Chemoradiation As Primary Treatment for Locally Advanced Cervical Cancer Compared to Chemoradiation Alone. GOG 0274

April 2014–2015 Participant: A Phase 3 Clinical Trial Comparing Trastuzumab Given, Currently with Radiation Therapy and Radiation Therapy Alone for Women with Her 2 Positive Ductal Carcinoma In-Situ Resected by Lumpectomy. NSABP B–43

April 2014–2015 Participant: A Phase 3 Trial Evaluating Both Locked-In Abdomen and Chemoradiation as Adjuvant Treatment for Patients with Resected Head of Pancreas Adenocarcinoma. RTOG 0848

April 2014–2015 Participant: A Phase 3 Study of Postoperative Radiation Therapy (IMRT) +/- Cetuximab for Locally–Advanced Resected Head and Neck Cancer. RTOG 0920

April 20014–P2015 Participant: A Phase 3 Comparison of Thoracic Radiotherapy Regimens in Patients with Limited Small Cell Lung Cancer Also Receiving Cisplatin and Etoposide. CALGB 30610/RTOG 0538

2010–2015 Participant: Randomized Phase II Study Comparing Prophylactic Cranial Irradiation Alone to Prophylactic Cranial Irradiation and Consolidative Extracranial Irradiation for Extensive Disease Small Cell Lung Cancer. RTOG 0937

2010–2015 Participant: A Phase 3 Trial of Short-Term Androgen Deprivation with Pelvic Node or Prostate Bed Only Radiation (SPPORT) and Prostate Cancer Patients with a Rising PSA after Radical Prostatectomy. RTOG 0534

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## Memberships

2012-Present	Executive Leadership Council of the American Cancer Society
2010–2015	Investigator via Group Membership, Tulane Office of Clinical Research Studies
	National Cancer Institute, Participant of Clinical Research Studies
	National Adjuvant Breast and Bowel Project (NASBP)
	Radiation Therapy Oncology Group (RTOG)
	Gynecology Oncology Group (GOG)
	Southwestern Oncology Group (SWOG)
2011–2015	Greater New Orleans Coalition on Cancer Health Care Disparities
2011–2013	Tulane Cancer Center Strategic Advisory Committee
2010–2015	Co-moderator/participant: Tulane Head and Neck Cancer Disposition
2010–2015	Co-moderator/participant: Tulane Cancer Conference
2010-2015	Participant: Veterans Administration Hospital of New Orleans Cancer Conference
2010–2015	Participant: Breast Cancer Conference, Tulane Cancer Center
2011–2015	Participant: Lung Cancer Conference, Tulane Cancer Center
2014–2015 Cancer Center	Co-Moderator/Participant: GI/Pancreas Cancer Conference, Tulane
2014-2015	Participant: Urology Cancer Conference, Tulane Cancer Center

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2014-2015	Participant: Thyroid Cancer Conference/Endocrine Conference, Tulane Cancer Center
2004–2009	Member: Executive Leadership Council in Southwest Georgia
1990–2002	Member: Greater New Orleans Emergency Preparedness and Anti- Terrorism Committee
1980–1982	Founder and Board of Director of the PSRO Williamsport, Pa.
1978–Present	Member: American Society of Clinical Oncology
1978–1982	Board of Directors, Lycoming County Medical Society, Williamsport, Pa.
1982–2002	Member: Master Planning Steering Committee West Jefferson Medical Center
1976–Present	Member: American Society of Radiation Oncology

## **Invited Appointments/Honors**

2013	Honoree, New Orleans Hope Ball
2013	Lecture to Public, "The Role of Radiation Therapy in the Management of Prostate Cancer"
2012	Development of Physician Council for American Cancer Society
2011-2014	Quality Control Coordinator for Tulane Cancer Registry
2010	Honoree, Physician of the Year Albany, Ga.
2010	Honoree, Civil Rights Movement for Voter Registration
2009	Honoree, Georgia Cancer Coalition for "Dedication and Commitment to Community Health"
2004–2009	Moderator: Tumor Board Phoebe Putney Memorial Hospital, Albany, GA
2003–2009	Chairman: Cancer Committee Phoebe Putney Memorial Hospital, Albany, GA
1978–2009	Chairman: Ethics Committee, West Jefferson Medical Center, Marrero, LA
1978-2003	Moderator: Tumor Board, West Jefferson Medical Center, Marrero, LA

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# Lecturer/Teaching

- 2012–2013 LSU College of Medicine: "Cancer Cell Death: The Strategies of Treatment with Surgery, Chemotherapy and Radiation." Presentation to first and second year students.
- 2011–2014 LSU College of Medicine: Presentations in radiobiology and pertinent medical radiation oncology literature for board preparation to Gynecology residents and fellows in Medical Oncology.
- 2010–2015 Tulane College of Medicine: Presentations in radiobiology and pertinent radiation oncology literature for board preparation to ENT residents.
- 2010–2015 Tulane College of Medicine: Presentations in radiobiology and pertinent radiation oncology literature for board preparation to Medical Oncology Fellows.
- 2010–2015 Tulane College of Medicine: Radiology resident electives in the Department of Radiation Oncology.
- 2010–2015 Tulane College of Medicine: Student electives in the Department of Radiation Oncology.
- 2010–2015 Tulane College of Medicine: Lecture to medical students regarding radiation oncology as a career.
- 2010–2015 Tulane College of Medicine: Lecture to Medical Students on "What to Do and What Not to Do When Interviewing for Residency or How to Look Smarter than You Actually Are".
- 2016 Patient Outcomes Research Incentives, Louisiana Public Health Institute

#### Presentations

- 2012 Cox Connections for the American Cancer Society and research protocols: "A 30 Year Follow-Up of Participants to Determine High Risk Group Spine Genetics and Family Predispositions"
- 2012 Greater St. Stephens Full Gospel Baptist Church: "Physical Health Goes Hand-in-hand with Spiritual Health"
- 2102 Greater St. Stephens Full Gospel Baptist Church: "St. Luke and the Good Samaritan: Mammograms and PSA's: Part of God's Path is your health. Don't Just Pass It By"
- 2011 Presentation to Prostate Cancer.Net: Treatment of Metastases in Cancer of the Prostate"
- 2011 Presentation to the Church of Light: "Your Body Is Your Temple, Take Care of It"

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2011 Speaker, NAACP Health Care Summit "Let it Rise"

2016 Patient Centered Outcomes Research Incentives

### **Publications**

Kelly AG, Rosas-Uribe, Kraus ST. Orbital lymphomas and pseudolymphomas: a clinicopathologic study of eleven cases. Am J Clin Pathol.1977 Sep:68(3):377-86

Bourgeois III, DJ, Kraus S, Maaloaf BN, Sartor O. Radiation for Bone Metastases. Current Opinion in Supportive Care and Palliative Care. 2011; 5:227-232

Stephen T. Kraus, M.D. Case List

\* Olivia Bailey, et al. v. Exxon Mobil, et al. 24th Judicial District Court for the Parish of Jefferson, State of Louisiana

\* Rudy Walker and Joan Walker v. Avondale Industries, Inc., Civil District Court for the Parish of Orleans, State of Louisiana, Division B, #2003-3384

\* Sherry Waters v. Dept. of Social Services, et al. Civil District Court for the Parish of Orleans, State of Louisiana, Division J, #01-17775

\* Maurice Joseph Becnel v. American Motors Insurance, Civil District Court for the Parish of Orleans, State of Louisiana, Division F, #2012-6846

\* Logan Lefort v. American Motors Insurance, Civil District Court for the Parish of Orleans, State of Louisiana, Division M, #2012-7516

\* Rudolph Nunez v. One Beacon American Insurance Company, et al. Civil District Court for the Parish of Orleans, State of Louisiana, Division C, #2013-5109

\* Clemcy A. Legendre v. Travelers Indemnity Co., et al. Civil District Court for the Parish of Orleans, State of Louisiana, Division I, # 2013-4245

\* Jacqueline Carron Lowe v. Marathon Oil Co., et al. Civil District Court for the Parish of Orleans, State of Louisiana, Division M, #2012-05730 \* Roy Trepagnier v. One Beacon American Insurance Co., et al. Parish of Orleans, State of Louisiana, Division G, # 2013-4344

\* Karen Kaltenbach Usry, Widow of Timothy Ivan Usry v. Baha Towers Limited Partnership In Commendam, et al., Civil District Court for the Parish of Orleans, State of Louisiana, Division D, # 2006-00859

\* Michael J. Comardelle vs. Pennsylvania General Insurance Company, Et Al. United States District Court Eastern District of Louisiana, Section "I"(5), Civil Action No. 2:13-CV-0655

\* Beatrice Pollock Damond and Leslie Dean Sam versus Northrup Gruman Shipbuilding, Inc. and Kass Bros., Inc. Civil District Court for the Parish of New Orleans, State of Lousiana, Division A, #10-7791

\* Mary Jane Wilde vs. Huntington Ingalls Incorporated, Et Al. Civil District Court for the Parish of New Orleans, State of Louisiana, Section "8", Division N, #2014-6485

\* Jerry L. Rodrigue vs. Todd Shipyards Corporation, et al. Civil District Court for the Parish of New Orleans, State of Louisiana, Division L, #14-5875

\* John Calvin Humphries vs. Onebeacon Insurance Company, et al. United States District Court, Eastern District of Louisiana, Division I, Civil Action #2:13-CV-05426

\* Sally Gros Vedros, et al., versus Northrup Grumman Shipbuilding Inc. et al. United States Disteict Court, Eastern District of Louisiana, Civil Action #2:11-CV-00220 \* Agnes Richard Landry, et al. versus Columbia Casualty Company et al. United States District Court, Eastern District of Louisiana, Section H, Civil Action #2:14-CV-00220

\* Joseph B. Savoie Jr., versus Pennsylvania General Insurance Company, et al. Civil District Court for the Parish of New Orleans, State of Louisiana, Division G/11, #2014-08285

\* Nell Tregre, versus Pennsylvania General InsuranceCompany, et al. Civil District Court for the Parish of New Orleans, State of Louisiana, Division N/8, #2015-4474

\* Sharon Carter et al. versus Lammico et al. Judiciial District Court of Jefferson, State of Louisiana, Division N, #723901

\* Judy Hopkins Duplantis; Darren A. Duplantis; David A. Duplantis; and Seth S Duplantis versus Pennsylvania General Insurance Company. Civil District Court for the Parish of Orleans, State of Louisiana, Division "N", #2015-04569

\* Jesse Frank Sheppard, et al. versus Liberty Mutual Insurance Company, et al. United States District Court, Eastern District of Louisiana, Case #2-16-ev-02401

\* Frank Michel, Jr., versus Pennsylvania General Insurance Company, et al, Civil District Court of the Parish for the Parish of New Orleans, State of Louisiana, Division F, #2016-2651

\* Ronald Raymond St. Pierre versus Continental Insurance Company, et al. CDC for the Parish of Orleans, State of Louisiana, Division M, #2013-631 \* William Bell versus Foster Wheeler Energy Corp, et al. United District Court, Eastern District of Louisiana, 2:15-cv-6394

\* Helena Patricia Kelley, et al. versus Entergy Louisiana, LLC et al. Civil District Court, Division M, #2013-2493

\* Geraldine T. Hedges, versus Pennsylvania General Insurance Company, et al. Civil District Court for the Parish of New Orleans, State of Louisiana, Division M, #2016-8284

\* Orelie Dugreis, III versus Pennsylvania Insurance Company, et al. Civil District Court for the Parish of New Orleans, State of Louisiana, Division A, #2016-04952

\* Melvin D. Benoit, et al. versus Intercoastal Tubular Services et al, Civil District Court for the Parish of New Orleans, State of Louisiana, Division B, #1094

\* Nelcome Courville, Jr., versus Lamorak Insurance Co., et al. Civil District Court for the Parish of New Orleans, State of Louisiana, #2017-1147

\* Joseph Francois Brazan versus Lamorak Insurance Company et al. Civil District Court for the Parish of New Orleans, State of Louisiana, #2017–9390

\* Brenda Scio versus University Medical Center Management Corporation d/b/a University Medical Center New Orleans et al. Civil District Court for the Parish of Orleans, State of Louisiana, Division G– 11, #2016–08540 \* Llevonne Hauptman Holbrook, et al. versus Asbestos Companies et al. 19<sup>th</sup> Judicial Court for the Parish of East Baton Rouge, State of Louisiana, Division 24, #601307

\* Melissa Millsaps Jewell versus Ethyl Corporation et al. 19<sup>th</sup> Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, Division 25, #693987

\* Jeanette Byrd Funck et al. versus Eagle, Inc. et al. civil District Court for the Parish of New Orleans, State of Louisiana Division L, Section 6, #2021–520

\* Callen Dempster versus Lamorak Insurance Company et al. Civil District Court for the Parish of New Orleans, State of Louisiana Division C, #2018–2513

\* Tyrone Melancon versus Lamorak Insurance Company et al. Civil District Court for the Parish of New Orleans, State of Louisiana Division B, Section 5 #2017–9774

\* Charles Steib versus Lamorak Insurance Company et al. Civil District Court for the Parish of New Orleans, State of Louisiana Division L, #2018–4189

\* Daniel Joseph Boullion versus Lamorak Insurance Company et al. Civil District Court for the Parish of New Orleans, State of Louisiana Division M, Section 13 #2018–12993

\* Deborah Creech versus Lamorak Insurance Company et al. Civil District Court for the Parish of New Orleans, State of Louisiana Division I, Section 14 #2019–7646 Case 24-32428-KLP Doc 86-8 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 8 Page 60 of 60

\* Sheryl Ramirez Wynters versus Lamorak Insurance Company et al. 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana, Section 22 #664726

\* Thomas W. Thompson versus Owens Corning (Corp.) (a/k/a Owens Corning Fiberglas Corporation) et al. Civil District Court for the Parish of New Orleans, State of Louisiana, Division L, Section 15 #98 9097

\* Jeanette Byrd Funck et al. versus Eagle Inc. et al. Civil District Court for the Parish of New Orleans, State of Louisiana, Division L, section 6 #202 1–00520

\* Callen Cortez versus Lamorak Insurance Co et al. United District Court, Eastern District of Louisiana, 2:20-cv-0389

\* JoAnne Reulet et al. versus Lamorak Ins. Co. et al. United States District Court for the Middle District of Louisiana, 3:20-0404.

\*Henry Steele and Tonya Steele versus Monsanto Company. , Civil District Court for the Parish of Orleans, State of Louisiana, Division E, Section 7, Case #1996–09428

\*James Becnel v. Lamorak Ins. Co. et al., United States District Court for the Eastern District of Louisiana, 2:19-14536

\*Stephen Legendre v. Lamorak Ins. Co et al., United States District Court for the Eastern District of Louisiana, 2:19-14336 Case 24-32428-KLP Doc 86-9 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 9 Page 1 of 5

## Landreneau, Rodney

March 3, 2023

**EXHIBI**1

9

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF LOUISIANA

FRANK P. RAGUSA, JR.	) CIVIL ACTION FILE ) 2:21-cy-01971
Plaintiff,	) 2.21-CV-01971
	)
vs.	) SECTION: J (4)
LOUISIANA INSURANCE	)
GUARANTY ASSOCIATION,	) JUDGE CARL J. BARBIER
ET AL.,	)
Defendants.	) ) MAG. JUDGE
	_) MICHAEL B. NORTH

Videotaped deposition of RODNEY J. LANDRENEAU, M.D., taken via Zoom videoconference on behalf of the Defendants, pursuant to the stipulations contained herein, reading and signing of the deposition being reserved, in accordance with the Federal Rules of Civil Procedure, before Daniel M. Gershwin, Certified Court Reporter and Notary Public, the witness being located at Embassy Suites, 535 Smithfield Street, Pittsburgh, Pennsylvania, on the 3rd day of March, 2023, commencing at 9:13 a.m.

#### Case 24-32428-KLP Doc 86-9 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 9 Page 2 of 5

## Landreneau, Rodney

March 3, 2023

12 THE VIDEOGRAPHER: This is the video 1 2 deposition of Dr. Rodney Landreneau, taken in 3 the matter of Frank P. Ragusa, Jr., vs. 4 Louisiana Insurance Guaranty Association, et 5 al., filed in the United States District Court, Eastern District of Louisiana, Civil 6 7 Action Number 221-cv-01971. 8 This deposition is being held at 9 Embassy Suites by Hilton Pittsburgh downtown, 10 535 Smithfield Street, Pittsburgh, 11 Pennsylvania 15222, on Friday, March 3rd, 12 2023. 13 My name Charles Stockhausen, the video 14 specialist, from Henderson Legal Services, and 15 the court reporter is Danny Gershwin, also 16 from Henderson Legal Services, and we are 17 going on the record at 9:13 a.m. 18 Counsel will have their appearances 19 noted on the stenographic record, and will the 20 court reporter please now swear in the witness. 21 22 RODNEY J. LANDRENEAU, M.D., 23 having been first duly sworn, was examined and testified as follows: 24 25 111

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Case 24-32428-KLP Doc 86-9 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 9 Page 3 of 5

## Landreneau, Rodney

March 3, 2023

51 1 one or two different types of boarding that Hopeman 2 Brothers used, and I think Marinite was the one 3 that Mr. Ragusa was involved with. 4 Is it your understanding that those Ο 5 wallboards also had an asbestos-containing laminate exterior called Micarta? б 7 MS. BOWLIN: Object to the form; 8 assumes facts not in evidence. 9 Α It's my same answer is that I don't 10 remember him describing the product. But from 11 previous testimony and cases, that was another 12 product used by Hopeman Brothers. 13 BY MS. CAPODICE: 14 Q Is it your understanding that 15 Mr. Ragusa was exposed to asbestos as a result of 16 Hopeman Brothers' work with asbestos-containing 17 wallboards at a Avondale? 18 MS. SEMMES: Objection. 19 MS. BOWLIN: Object to the form. 20 Α Yes. BY MS. CAPODICE: 21 22 Is it your opinion that Mr. Ragusa's Q 23 exposure to asbestos from working near Hopeman Brothers contractors cutting asbestos-containing 24 25 wallboards was a substantial contributing cause of

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# Landreneau, Rodney

### March 3, 2023

52 his mesothelioma? 1 2 MS. SEMMES: Objection, form. 3 Α Yes. 4 BY MS. CAPODICE: 5 Ο Is it your opinion that Mr. Ragusa's б exposure to asbestos from the wallboards was a 7 substantial contributing cause of his mesothelioma? 8 MS. SEMMES: Objection, form. 9 Α Yes. 10 BY MS. CAPODICE: 11 Ο And would your opinion be the same if 12 the Marinite component of those wallboards was manufactured by Johns-Manville? 13 14 Α Yes. 15 Q Would your opinion by the same if the Micarta component of those wallboards was 16 17 manufactured by Westinghouse? 18 MS. BOWLIN: Object to the form; 19 assumes facts not in evidence. 20 Α Yes. BY MS. CAPODICE: 21 22 Would your opinion be the same if one Q 23 of those components was supplied by a company 24 called International Paper? 25 Α Yes.

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Case 24-32428-KLP Doc 86-9 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 9 Page 5 of 5

# Landreneau, Rodney

March 3, 2023

		345
1	COURT REPORTER DISCLOSURE	
2		
3	Pursuant to Article 10.B of the Rules and	
4	Regulations of the Board of Court Reporting of the Judicial Council of Georgia, I make the following disclosure:	
5	I am a Georgia Certified Court Reporter. I	
6	am here as a representative of Gershwin Reporting, LLC.	
7	I am not disqualified for a relationship of	
8	interest under the provisions of O.C.G.A. §9-11-28.	
9	Gershwin Reporting, LLC, was contacted by Henderson Legal Services, Inc., to provide court	
10	reporting services for this deposition.	
11	Gershwin Reporting, LLC, will not be taking this deposition under any contract that is	
12	prohibited by O.C.G.A. §15-14-37 (a) and (b).	
13	Gershwin Reporting, LLC, has no exclusive contract to provide reporting services with any	
14	party to the case, any counsel in the case, or any reporter or reporting agency from whom a referral	
15	might have been made to cover this deposition.	
16	Gershwin Reporting, LLC, will charge its usual and customary rates to all parties in the case, and	
17	a financial discount will not be given to any party to this litigation.	
18		
19		
20		
21	DANIEL M. GERSHWIN, CCR-B-1012	
22	Certified Court Reporter	
23		
24		
25		

Henderson Legal Services, Inc.

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#### TE OF LOUISIANA A 2 RECORD ERHERONOF

Desc

**EXHIBIT** 

10

- PROFESSIONAL STATE STATE

30/24 15

#### CERTIFICATION OF DEATH

	BIRTH NUMBER: PALED PALED	2001, x D	, DE , AD	STATE FILL	NUMBER: 2024-020		
DECEDENT	DECEDENT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX)-	DATE OF BIRTH	DATE OF DEATH	8. K. /	TIME OF DEATH		
NS : 6 4 2 AS	RAGUSA JR FRANK PAUL	1953	06/12/2024	100 × 100	07.28 AM		
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	NO. TOH TOH	CRANE OPERATOR		CONTRACTOR	The start and a second and a second s		
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	MARRIED		POLKEY, MAXINE	And a state of the second s			
15 18th 15	FATHER/PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX)	8 8 8 · · · · · · · · · · · · · · · · ·		TY, STATE, COUNTRY)	2001		
	MOTHERIPARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX)	JUSA SR., FRANK PAUL MARRERO, LA UNITED STATES THER/PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX) MOTHER/PARENT PLACE OF BIRTH - (CITY, STATE, COUNTRY)					
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9 15 233 1	RAGUSA, MAXINE BECKY	WIFE 4913 GRAND TERRE DR., MARRERO			A REAL POLICE		
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	DECEDENTS HOME		5000		South Carl		
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and the second	PLACE OF DISPOSITION - (CITY, STATE, COUNTRY)	S Strates		N Server Stor	DATE OF DISPOSITIO		
NG # #NG	GRETNA, LA UNITED STATES	_ e ≜~R9	<u></u>	t :€	06/17/2024		
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S lok starte	WESTSIDE LEITZ-EAGAN FUNERAL HOME	and the second sec	PY., MARRERO, LA	70072 UNITED STATES	6 3083 162		
K 5 _ C 2 _ 5 5 _	NAME OF FUNERAL DIRECTOR (LAST, FIRST, MIDDLE, SUFFIX)	LICENSE NUMBER		CORONER NOTIFIED			
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Street Link and the	SIGNATURE OF FUNERAL DIRECTOR	S lokenser	N 12/ Star	DATE	S 12 Martin		
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MEDICAL INFO	Re- manufile - Amartin	A spinster and state and second fills			a dinahi a sa kita sa		
N 1.7. 2000 13	IF FEMALE? DID TOBACCO USAGE CONTRIBUTE TO DEATH?	NOT APPLICABLE	( _ ~ Y ) /	<u>7</u>	<u> ~ ~ ~ / ) </u>		
CAUSE OF DEATH	PART I. Enter the chain of events - diseases, injuries, or complications	- that directly caused I	the death DO NOT en	terninal events such	APPROXIMATE INTER		
CAUSE OF DEATH	cardiac arrest, respiratory arrest, or ventricular fibriliation without show	ng the etiology. DO NO	T ABBREVIATE.		Onset to Death		
and the sea	IMMEDIATE CAUSE - (Final disease or condition resulting in death)	a. MESOTHELIOMA	OF PLEURA	X / Lat	UNK		
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	Enter the UNDERLYING CAUSE (disease or injury that initiated the						
N AL ONN A	ovents resulting in death) LAST	¢.	1. 12 m	1 80 18 18	2 4 8 AV		
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E Const	PART II. Enter other significant conditions contributing to death but not	resulting in the underlyin	g cause given in PAR				
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CERTIFIER	I CERTIFY THAT I ATTENDED THE DECEDENT FROM 1/30/2024 TO CAUSE(S) AND MANNER STATED. SIONATURE OF CERTIFIER:	"e-sign*		THE DATE AND HOUF	STATED AND DUE TO T 6/13/2024		
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10834739 A REPRODUCTION OF THIS DOCUMENT IS VOID AND INVICIDINAL OF LOUISIANA, PURSUANT TO LSA - R.S.40:32, ET SEQ.

adine Mind Smith NADINE MINS SMITH STATE REGISTRAR

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Case 24-32428-KLP Doc 86-11 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 11 Page 1 of 1

1074 83 OHSEQ Division of Vital Records License No.\_ Certificate of Marriage State of Louisiana Parish of This is to certify that I Oall by virtue of the license required by law did MARCH 19\_**X3**, A.D., unite in on this dαv of Holy Bonds of Matrimonu amma au In testimary whereof I have caused the said parties with myself and three legal Witnesses, to sign these presents, the day and date aforesaid. Witnesses: Parties: TO BE GIVEN TO BRIDE AND GROOM 



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#### Case 24-32428-KLP Doc 86-13 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 13 Page 1 of 11

TOMMY RIVET

August 22, 2022

1

# UNITED STATES DISTRICT COURT

#### EASTERN DISTRICT OF LOUISIANA

TOMMY RIVET	* CIVIL ACTION			
	* NO. 2:22-cv-2584			
VERSUS	* SECTION "L" (5)			
	* JUDGE:			
HUNTINGTON INGALLS	* CARL J. BARBIER			
INCORPORATED, ET AL * MAGISTRATE:				
* * * * * *	* MICHAEL B. NORTH			

(PARTICIPANTS VIA ZOOM AS NOTED)

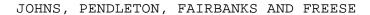
Videotaped Deposition of TOMMY RIVET, given at 1633 Chestnut Drive, Morgan City, Louisiana 70380, via Zoom video conferencing, on August 22nd, 2022.

VIDEOGRAPHER:

GILLEY DELORIMIER (DEPO-VUE, INC.)

REPORTED BY:

JOSEPH A. FAIRBANKS, JR., CCR CERTIFIED COURT REPORTER #75005



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TOMMY RIVET

August 22, 2022

12

1		
1		MS. ROUSSEL:
2		No. An objection by one
3		defendant will be good as to all, so
4		that we only need one person making
5		the objection.
6		MS. PENN:
7		Thank you.
8		(Off the record.)
9	EXAMINAT	ION BY MS. ROUSSEL:
10	Q.	State your full name for the record.
11	A.	Tommy Paul Rivet.
12	Q.	And what's your date of birth?
13	Α.	of '57.
14	Q.	Are you married, Mr. Rivet?
15	A.	Yes, ma'am.
16	Q.	And to whom are you married?
17	A.	Married to Janet Rivet.
18	Q.	When were you and Janet married?
19	Α.	Um, March the 9th of '83.
20	Q.	And do you and Janet have any
21	children	?
22	Α.	Yes, ma'am. Kayla Rivet.
23	Q.	Describe your relationship with your
24	wife Jan	et.
25	Α.	I love her to death. I can't ask for
JOHNS,	PENDLETON	, FAIRBANKS AND FREESE

# Case 24-32428-KLP Doc 86-13 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 13 Page 3 of 11

#### TOMMY RIVET

13

1	a better wife. Can't ask for a better wife.
2	She do everything I cannot for me.
3	Q. And describe your relationship with
4	your daughter Kayla.
5	A. Same old thing. I can't do nothing
б	without my daughter. My daughter is my right
7	hand and eyes.
8	Q. How often do you see Kayla?
9	A. Every day.
10	Q. Mr. Rivet, who are your parents?
11	A. Marie Rivet and Libby Rivet.
12	Q. And when you were growing up, where
13	did your father work?
14	A. He worked at Avondale Shipyards in
15	Westwego, right there by Bridge City right
16	there. It's right there next to each other.
17	But he originally worked in Bridge City.
18	Q. And when you were born, where was your
19	father working?
20	A. Bridge City. Avondale Shipyards.
21	Q. And he worked there until when?
22	A. Till he passed way.
23	Q. And you lived with him until?
24	A. Till he wasn't here no more.
25	Q. Okay. Did you have any other family

JOHNS, PENDLETON, FAIRBANKS AND FREESE

# Case 24-32428-KLP Doc 86-13 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 13 Page 4 of 11

#### TOMMY RIVET

14

1	members who worked at Avondale Shipyards?
2	A. Yes, ma'am. I did.
3	Q. And who were the other family members
4	who worked at Avondale?
5	A. My brother Lipton Rivet, Libby Rivet,
6	and my uncle Red Ray Rivet.
7	Q. Now, when your father worked at
8	Avondale shipyards, were you living with him?
9	A. Yes, ma'am, I did.
10	Q. And when your brother Lipton was
11	working at Avondale shipyards, did you have
12	with him?
13	A. Sure did, ma'am. We shared the same
14	bedroom.
15	Q. When your brother Libby Jr. worked at
16	Avondale, did you live with him?
17	A. Yes, ma'am. We all shared the same
18	house.
19	Q. Describe what your father looked like
20	when he came home from Avondale.
21	A. He was dirty. He was dirty with white
22	all over him. We to leave when he gets home
23	at night, we'd go we'd go rabbit hunting,
24	we'd go look for cypress logs, and that's what
25	we done.

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#### TOMMY RIVET

#### August 22, 2022

1	Q. The clothes that your father wore to
2	work, was that the same clothes he wore here?
3	A. Yes, ma'am. He did. He wore it till
4	about 7:00, 8:00 at night, then he'd take his
5	clothes off, take a shower, and he'd go to bed.
6	Well, we didn't have a shower; the bath, that's
7	all we had.
8	Q. And so after work, would he come into
9	the home with his work clothes?
10	A. Yes, ma'am, he did.
11	Q. Would he sit at the kitchen table?
12	A. He sat by the coffee table.
13	MR. POWELL:
14	Object to form.
15	EXAMINATION BY MS. ROUSSEL:
16	Q. Okay. Describe the areas of the house
17	that he would come into with his work clothes.
18	A. Try it?
19	Q. Describe then areas of the house
20	A. Oh, like
21	MR. POWELL:
22	Object to form. Leading.
23	EXAMINATION BY MS. ROUSSEL:
24	Q. And since there was an objection, let
25	me ask you, when your father came home from

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#### TOMMY RIVET

August 22, 2022

19

1	fluid. The next morning, they took drained
2	the fluid out my lung. It was four liters of
3	fluid in my right lung.
4	Q. Ultimately, you had a biopsy?
5	A. Yes. That was later. But then
6	Dr. Cefalu send me to Dr to Dr in
7	Thibodaux I was gonna get a lung doctor. The
8	lung doctor send me to a doctor, he brought me
9	back to the back, take the fluid outta me, it
10	was another four liters of fluid. I got it
11	three times pulled out.
12	So they send me to Dr. Perez.
13	Dr. Perez. Dr. Perez say, I'm gonna send you
14	in there for the take a biopsy on you. I
15	said, okay.
16	So we went and take a biopsy, and they
17	couldn't they took a biopsy, but they say
18	the whole outside of the lung of the it was
19	full of cancer.
20	And I told right off the bat, I said,
21	I don't want to hear what it is. You tell my
22	wife. I gotta fight this. And that's just
23	what I'm trying to do.
24	Q. Okay. Now, let's talk about when your
25	father and your brothers were working at

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#### TOMMY RIVET

August 22, 2022

20

1	Avondale shipyards. Can you just describe to	
2	me, where was the washing machine?	
3	A. The washing machine was right on the	
4	side the living room. Right there in the	
5	lill like a hole, where they where they	
б	fold clothes and wash the clothes and	
7	everything.	
8	Q. And how often was the clothes washed?	
9	A. Sometimes once, sometimes twice a day.	
10	Q. Were you in the area when the clothes	
11	was being washed?	
12	A. Right next door, the kitchen.	
13	Q. Describe how it would be washed.	
14	A. Well, they washed it in the wash in	
15	the old wringer, and they had the rollers. You	
16	push it through the rollers, the rollers would	
17	wring it tight, and then they put in the drier.	
18	Q. And before they would wash it, what	
19	would-	
20	A. Then they'd take it out.	
21	Q. And where were you when that was being	
22	done?	
23	A. Right there in the kitchen.	
24	Q. And all the family clothing, was that	
25	all washed together?	
JOHNS,	PENDLETON, FAIRBANKS AND FREESE	50

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#### TOMMY RIVET

1	Α.	Everything right there washed
2	together	
3	Q.	Now, when your father came home from
4	work, you	a said that he would have what on his
5	clothes?	
б	Α.	Like a dust. Like a white powder,
7	something	g like that.
8	Q.	Now, when you started with these
9	symptoms	, you said at first they thought it was
10	a pulled	muscle?
11	Α.	Yes, ma'am.
12	Q.	Okay. When you first started with the
13	symptoms	, though, were you still working at the
14	time?	
15	Α.	Yes, ma'am.
16	Q.	And how much were you making?
17	Α.	\$275 a day.
18	Q.	And how many days would you work?
19	Α.	Six or seven days a week.
20	Q.	Had you not gotten sick, how long had
21	you planr	ned to work?
22	Α.	I'd work for a while.
23	Q.	Years?
24	Α.	Longer. Longer years, yeah.
25	Q.	Now, describe to me the symptoms
JOHNS,	PENDLETON,	FAIRBANKS AND FREESE

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TOMMY	RIVET Au	ugust 22, 2022
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1	a camp, but I got rid of it before I got	
2	quit hunting.	
3	Q. Okay. I think those are all the	
4	questions I have, Mr. Rivet. Thank you.	
5	A. Have a good day.	
б	Q. You too.	
7	MS. ROUSSEL:	
8	Does anybody else have any	
9	questions?	
10	Okay. I have a couple of	
11	questions.	
12	EXAMINATION BY MS. ROUSSEL:	
13	Q. Now, when Avondale's attorney was	
14	asking you questions, they asked about, um,	
15	when your mother and your sister were doing the	
16	laundry. Before you started going to school at	
17	all, when your mom and your sister were doing	
18	the laundry where were you?	
19	A. Before I go to school? Most of the	
20	time I was with them in the washroom.	
21	Q. And when they were when you were a	
22	small child, did you actually see them doing	
23	the laundry?	
24	A. Oh, yeah. I was small. I stayed in	
25	there with my diapers and my lill shirt.	
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TOMMY RIVET August 22, 2022 140 1 So you were hanging -- you were with Q. 2 your mom. 3 My mom and daddy. My mom all the Α. 4 time. 5 And that was including when she was Ο. 6 doing laundry? 7 Α. Yes, sir. DEFENSE COUNSEL: 8 9 Object to form. 10 EXAMINATION BY MS. ROUSSEL: 11 Now, too, you talked about the fact Ο. that, um, you were still working when you 12 started with problems which the --13 14 Α. Yes, ma'am. 15 Ο. -- doctors were telling you at that 16 time were pulled muscles? 17 Α. Yes. 18 Ο. Okay. And you stopped working because 19 of your symptoms which we now know to have been 20 mesothelioma? 21 Yes, ma'am. Α. 22 DEFENSE COUNSEL: 23 Object to form. EXAMINATION BY MS. ROUSSEL: 24 Since there was an objection, let me 25 Q.

JOHNS, PENDLETON, FAIRBANKS AND FREESE

504 219-1993

1 REPORTER'S CERTIFICATE 2 3 NOTE: This transcript certification is 4 valid only when accompanied by my original signature over my state seal. 5 6 I, JOSEPH A. FAIRBANKS, JR., CCR, RPR, 7 Certified Court Reporter in and for the State of Louisiana, as the officer before whom the 8 foregoing was taken, do hereby certify: That the witness was sworn by me upon 9 authority of R.S. 37:2554 and did testify as set forth in the foregoing pages; 10 That said proceeding and testimony was reported by me in the stenotype reporting 11 method, was thereafter transcribed and prepared by me or under my personal direction and supervision, and is a true and correct 12 transcription to the best of my ability and 13 understanding; That this transcript was prepared in 14 compliance with transcript format guidelines established by statute or by rules of the 15 Board; That I am knowledgeable of the 16 arrangements, financial and otherwise, with the person on entity arranging for reporting 17 services, and that I have acted in compliance with the prohibition on contractural 18 relationships as defined by the Louisiana Code of Civil Procedure Article 1434 and in rules 19 and advisory opinions of the Board; That I am not related to counsel or to 20 the parties herein, nor am I otherwise interested in the outcome of this matter. 21 22 23 GCR, RE FAIRBANKS, JR., JOSEPH A. 24 CERTIFIED COURT REPORTER 75005 25 JOHNS, PENDLETON, FAIRBANKS & FREESE

> CERTIFIED COURT REPORTERS 315 METAIRIE ROAD, SUITE 101 METAIRIE, LA 70005 PHONE (504) 219-1993

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IT IS UNDERSTOOD AND AGREED THAT ANY MISREPRESENTATION BY ME IN THIS APPLICATION WILL BE SUFFICIENT CAUSE FOR CANCELLATION OF THIS APPLICATION, AND/ OR SEPARATION FROM THE COMPANY'S SERVICE IF I HAVE BEEN EMPLOYED. IF EMPLOYED, I AGREE TO ABIDE BY ALL THE GENERAL AND SAFETY RULES OF THIS COMPANY

(Signa) hidly deat Signature

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#### Case 24-32428-KLP Doc 86-15 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 15 Page 1 of 11

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF LOUISIANA CIVIL ACTION NO. TOMMY RIVET Plaintiff 2-22-cv-2584 VERSUS JUDGE CARL J. BARBIER HUNTINGTON INGALLS INC., ET AL MAGISTRATE MICHAEL NORTH Defendants Deposition of BRENDA R. LEBLANC, P. O. Box 277, Lafitte, Louisiana, taken at Home2Suites by Hilton, 1701 11th Street, Harvey, Louisiana, on April 21, 2023, at or about 10:08 a.m. **APPEARANCES:** ROUSSEL & CLEMENT By: Gerolyn P. Roussel, Esq. By: Jonathan B. Clement, Esq. 1550 West Causeway Approach Mandeville, Louisiana 70471 (Attorney for Plaintiff) IRWIN FRITCHIE URQUHART & MOORE By: Edward W. Trapolin, Esq. 400 Poydras Street, Suite 2700 New Orleans, Louisiana 70130 (Attorney for Huntington Ingalls, Inc.) SIMON, PERAGINE, SMITH & REDFEARN Douglas R. Kinler, Esq. By: 1100 Poydras Street, 30th Floor New Orleans, Louisiana 70163 (Attorney for Eagle, Inc. And The Traveler's Indemnity Company in its capacity as an alleged insurer of the McCarty Corporation - for liability and damages issues only) REPORTED BY: Marsha M. Donnelly, CSR



EXHIBIT

#### Case 24-32428-KLP Doc 86-15 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 15 Page 2 of 11

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1 2 BRENDA R. LEBLANC, P. O. Box 277, 3 Lafitte, Louisiana 70067, called as a 4 witness and having been duly sworn, testified 5 as follows: 6 EXAMINATION BY MR. TRAPOLIN: 7 Q. Good morning. 8 Good morning. Α. 9 My name is Ed Trapolin. We met Q. before the deposition. Would you please state 10 your name for the record. 11 Brenda R. LeBlanc. 12 Α. 13 Ms. LeBlanc, have you ever been Ο. deposed before? This is a deposition. 14 15 Α. Right. Uh-huh. 16 Q. Have you done this before? 17 A long time ago. Α. 18 And what was that about? Q. 19 I think a wreck or something, yeah. Α. 20 Q. Was it your wreck or somebody 21 else's wreck where you were a witness? 22 That's a long time ago. I don't Α. 23 know. 24 Fair enough. Have you ever --Q. 25 But I know I did it, you know, so. Α.



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	Page I
1	Q. Okay. And what did your father do?
2	
3	A. He was a he worked at Avondale
	Shipyard.
4	Q. And do you remember what he did at
5	Avondale?
6	A. He was a burner, fitter. Anything
7	they needed from him, he would volunteer.
8	Q. Did you ever go to Avondale
9	Shipyard?
10	A. Yes, sir.
11	Q. How many times did you go there?
12	A. Well, every time they launched a
13	big ship because it was my dad and his
14	brother that released the ship into the
15	water.
16	Q. Right.
17	A. So it was a big thing with them.
18	Q. All right. So did you ever go
19	there for any other purpose other than the
20	ship launches?
21	A. No.
22	Q. Sometimes they had family days or
23	things like that. Did you ever go to that?
24	A. No.
25	Q. Other than watching the ships get
20	y. Other than watching the ships yet



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1 Every day. Sometimes twice a day. Α. 2 Q. Yeah. Okay. 3 Even on Sundays after church. Α. Well, with 13 people in the 4 Q. 5 household, I would imagine that was guite a 6 process, huh? 7 Α. Yes. 8 And so you started helping with the Q. laundry at six years old? 9 10 Α. Yes. 11 And what kind of washer was it? 0. 12 Was it an old type --13 Old wringer type machine. Α. 14 Q. With a wringer on top? 15 Yes, sir. Α. 16 And do you recall helping with your Q. 17 father's laundry? 18 Α. Yes, sir. 19 Okay. What do you recall about his Q. 20 laundry? 21 Well, we had to shake everything Α. 22 all the time. Because even the other boys 23 that was working, you know, we shook all 24 their clothes because it was always full of, 25 you know, white stuff and with the light glue



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1	stuff. And we had to put them on the porch
2	and with a scrub a scrubbing. You had to
3	scrub and make sure there was no oil or
4	nothing or nothing in it to mix with the
5	other clothes. Yes.
6	Q. Now, you said the other the
7	other boys' clothes had dust and dirt on them,
8	too?
9	A. Yes.
10	Q. And where do you know where they
11	were working that they
12	A. At Avondale.
13	Q. All the
14	A. Well, a lot of the older ones got
15	married and left out so, you know, yeah.
16	Q. So when you were six, do you recall
17	how many people were still living in the
18	family home?
19	A. Seems like a whole lot. We slept
20	like maybe three or four in the bed. Five in
21	the bed.
22	Q. Yeah.
23	A. Yeah.
24	Q. I didn't grow up in that crowded
25	environment.



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### Case 24-32428-KLP Doc 86-15 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 15 Page 6 of 11

1	Q. Okay. That's fine. Do you have
2	any information of any companies that may have
3	supplied materials to Avondale, sold anything
4	to Avondale, anything that?
5	A. No.
6	Q. Okay. Very good. Do you know if
7	your father worked on any ships at Avondale?
8	A. Yeah, he worked on the ships.
9	Q. Do you have any information, did he
10	ever tell you about the type or names of any
11	ships he worked on?
12	A. It was a lot of Navy ships.
13	BY MS. MCQUILLAR:
14	Object to form.
15	Q. I'm sorry.
16	A. Navy ships.
17	Q. Your father told you this?
18	A. I don't know the yes. Well,
19	when they used to go and launch them, we was
20	there and they was you know, the Navies
21	were there and, you know.
22	Q. So you recall going to launches for
23	Naval vessels that were being launched?
24	A. Well, yeah, any kind of vessels.
25	The ships that they made.



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1	Okay. Go ahead.
2	EXAMINATION BY MS. ST. JULIEN:
3	Q. Hi, Ms. LeBlanc. My name is Milele
4	St. Julien. Can you tell me who participated
5	with the laundry before you moved out of the
6	family home in 1967?
7	A. Could you repeat that, please.
8	Q. Can you tell me which one of your
9	siblings helped your mother participate with
10	the laundry activity prior to you moving out
11	of the home in 1967?
12	A. All the ones that was left behind.
13	Libby, Margarette, Tommy. Anybody that was
14	there she would make them haul clothes and
15	help her when I wasn't there helping them.
16	Q. Okay. And did you have a specific
17	day to do laundry or how did you all divide up
18	the laundry duty?
19	A. No. Just every day the laundry was
20	done and whoever went over there. And when I
21	went over there to have coffee and if she had
22	laundry, I used to do it. Mainly it was a
23	lot on me. I used to do everything when my
24	daddy came home from work and my mom didn't
25	get home until five.



### Case 24-32428-KLP Doc 86-15 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 15 Page 8 of 11

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	rage 41
1	I went to school. I got out at
2	3:10, got home at 3:30, made ice water, cup
3	of coffee for my daddy, sat that out and
4	started putting her rice or cut up onions
5	and, you know, started supper and I was
6	grown up when I was like 10 years old. I was
7	doing everything.
8	BY MS. ST. JULIEN:
9	Okay. Thank you, Ms. LeBlanc.
10	That's all the questions I have.
11	BY THE WITNESS:
12	Thank you.
13	BY MR. TRAPOLIN:
14	Anybody else?
15	BY MS. ROUSSEL:
16	Anybody else on the computer have
17	any questions.
18	EXAMINATION BY MS. ROUSSEL:
19	Q. Okay. So I have some questions.
20	You said Tommy helped with the laundry?
21	A. Yes.
22	Q. Even when he wasn't doing the
23	laundry, was he in the area
24	A. Oh, yes.
25	Q where the laundry was being



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#### Case 24-32428-KLP Doc 86-15 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 15 Page 9 of 11

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1 done? 2 Yes. Α. 3 BY MS. MCQUILLAR: 4 Object to form. 5 And describe for me how you would 0. 6 do the laundry, how the laundry would be done. 7 Α. Well, when we get to the colored 8 clothes because you have to divide all your 9 clothes and then if they had all -- you know, 10 you would lay it out on the porch right next 11 to the kitchen. Attached to the kitchen. 12 And we'd lay it out and we had a scrub brush 13 and we used to put some detergent, washing 14 powder, and scrub that before and you'd have 15 to rinse it. Shake it, then scrub it, then 16 rinse it, then put it in the machine. 17 And when you would shake it, you Ο. 18 were shaking the dust out of the clothes? 19 Α. Yes. 20 Ο. And that included the dust that 21 your dad came home from working? 22 Α. Yes. 23 And your brothers --Ο. 24 BY MS. MCQUILLAR: 25 Object to form.



# Case 24-32428-KLP Doc 86-15 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 15 Page 10 of 11

1	Q who were working at Avondale at
2	the time
3	A. Yes.
4	Q that included that?
5	BY MS. ST. JULIEN:
6	Object to form.
7	Q. When your dad came home from work,
8	did he have white dust from head to toe?
9	A. Yes.
10	BY MS. MCQUILLAR:
11	Object to form.
12	Q. And Tommy was the youngest. What
13	kind of interaction would Tommy have with your
14	dad?
15	A. Oh, he didn't care what his
16	daddy how dirty he was. He was always on
17	my daddy and my mom. He was really close to
18	them.
19	Q. So your dad would he would sit
20	on your dad's lap?
21	A. Oh, yes.
22	BY MS. MCQUILLAR:
23	Object to form.
24	Q. And your dad was in his work
25	clothes?



1

2

20

21

22

23

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#### REPORTER'S CERTIFICATE

3 I, Marsha M. Donnelly, Certified Court 4 Reporter in and for the State of Louisiana, 5 Certificate No. 95012, which is current and 6 in good standing, as the Officer before whom 7 this testimony was taken, do hereby certify 8 that the above-named witness, after having 9 been first duly sworn by me upon authority of R.S. 37:2554, did testify as hereinabove set 10 11 forth; that this testimony was reported by me 12 in the stenotype reported method, was 13 prepared and transcribed by me or under my 14 personal direction and supervision, and is a 15 true and correct transcript to the best of my 16 ability and understanding; that I am not 17 related to counsel or to the parties herein, 18 nor am I otherwise interested in the outcome 19 of this matter.

Marsha M. Donnelly Certified Shorthand Reporter



356.870.7233 RO. Box 1554 Hammond LA 70404 Fax 985.419.0799

#### Case 24-32428-KLP Doc 86-16 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 16 Page 1 of 16

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF LOUISIANA

TOMMY RIVET

CIVIL ACTION NO.

Plaintiff 2:22-cv-2584

VERSUS

JUDGE CARL J. BARBIER

HUNTINGTON INGALLS MAGISTRATE MICHAEL INCORPORATED, ET AL NORTH Defendants

DEPOSITION OF LIBBY ELOIE RIVET, taken at HOME2 SUITES BY HILTON, 1701 11TH STREET, HARVEY, LOUISIANA 70058, and also via Zoom, in the above-entitled cause on the 20th of April, 2023 commencing at 10:04 a.m.

REPORTED BY:CHERIE' E. WHITE CCR (LA), CSR (TX), CSR (MS), RPR CERTIFIED COURT REPORTER





# Case 24-32428-KLP Doc 86-16 Filed 07/30/24 $_{\rm ELOHE}$ , Entered 07/30/24 15:11:49 Desc Exhibit(s) 16' Page 2 of 16

1	records. And they came in three PDFs; and
2	I think there was a personnel file, a
3	medical file, and a group health file, but
4	for purposes of today's deposition, I'm
5	going to attach all of those documents in
6	globo as Exhibit No. 1 to the deposition
7	transcript.
8	(Exhibit 1 marked for identification.)
9	BY MR. SAUNDERS:
10	Q. Mr. Rivet, for the record, can you
11	please tell me your full name?
12	A. Libby Rivet, Junior.
13	Q. Okay. Have you ever gone by any
14	nicknames or anything other than Libby?
15	A. That's it.
16	Q. Okay. Now, I understand that for
17	sometime you worked at Avondale, correct?
18	A. Yes, sir.
19	Q. Okay. Did you have any nicknames at
20	Avondale? I know that was common.
21	A. Bone Head.
22	Q. Yeah?
23	A. Yeah.
24	Q. Okay. And, Mr. Rivet, what is your
25	date of birth?



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Asked and answered. 1 2 BY MR. SAUNDERS: 3 Now, when you were a helper and came Q. 4 and cleaned up after an insulating crew, did your 5 work as a helper create dust that you could see 6 in the air? 7 Yes, sir. Α. 8 Okay. Do you recall that dust that 0. 9 you could see in the air in connection with your 10 work as a helper, did that get on your body and 11 your clothes? 12 Α. Yes, sir. 13 DEFENSE COUNSEL: 14 Object to form. 15 BY MR. SAUNDERS: 16 Do you recall at any time that you Ο. 17 worked at Avondale working around boilermakers? 18 Not that I know of. Α. 19 Okay. Did you ever during your time Q. 20 at Avondale work around the crews that would 21 install the wallboards in the living portions of 22 the vessels? 23 DEFENSE COUNSEL: 24 Object to the form. 25 THE WITNESS:



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	Fage 52
1	Yeah.
2	BY MR. SAUNDERS:
3	Q. You did?
4	A. (Nodded head affirmatively.)
5	Q. Do you remember at all the the
6	name of that company that would do that work?
7	A. Yeah. I don't remember.
8	Q. Okay. All right. Have you ever
9	heard of Hopeman Brothers?
10	A. It sounds sounds familiar.
11	Q. Okay. What
12	MR. BELL:
13	Can we take a break?
14	MR. SAUNDERS:
15	What's that?
16	MR. BELL:
17	A restroom break?
18	MR. SAUNDERS:
19	Yeah. Sure.
20	MR. BELL:
21	I'm sorry. You don't mind?
22	(A short recess was taken.)
23	MR. SAUNDERS:
24	All right. We are back on.
25	BY MR. SAUNDERS:



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You don't remember? 1 Ο. 2 Α. I don't remember. 3 Okay. Do you recall one way or Q. 4 another whether that process of installing those 5 boards was a dusty or dirty process? 6 DEFENSE COUNSEL: 7 Object to the form. 8 THE WITNESS: 9 Dusty. 10 BY MR. SAUNDERS: 11 Ο. I'm sorry? 12 Α. Dusty. Okay. And you recall seeing that 13 Q. with your eyes? 14 15 DEFENSE COUNSEL: 16 Object to the form. 17 THE WITNESS: 18 Yes, sir. 19 BY MR. SAUNDERS: 20 Okay. And is that a dust that you Ο. 21 recall personally would get on your body or 22 clothes? 23 DEFENSE COUNSEL: 24 Object to the form. 25 THE WITNESS:



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1 Yes, sir. 2 BY MR. SAUNDERS: 3 Were you ever told during your time Q. 4 at Avondale as a helper that you were not 5 supposed to go near that type of work when it was 6 being done? 7 No, sir. Α. 8 Okay. Do you ever recall when that Ο. 9 work was going on in connection with putting 10 those -- those wallboards up, do you recall anyone using any type of vacuum or collection 11 12 system to try to capture that dust? 13 I don't remember, no. No. Α. I asked you earlier what types of 14 Ο. 15 vessels or ships you remembered working aboard 16 during your time at Avondale, and you said maybe 17 Navy ships, correct? 18 Navy ships. Α. 19 Q. The work that I've been asking you 20 about about the insulating crews and the 21 wallboard application and all the other 22 equipment, you've been telling me what you did as 23 a helper or a cleanup crew member, correct? 24 Yes, sir. Α. 25 And that would be aboard those Navy Q.



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1 Α. My mama. 2 Q. Okay. 3 The family. We will just say Α. 4 family. 5 Sure. Okay. Did you ever -- did Q. you ever help your mom or watch your mom --6 7 Yes, sir. Α. -- do the laundry? 8 Q. 9 Α. Yes. 10 How did she do that laundry from Ο. 11 your -- from the work clothes? 12 Separate. They would do it Α. 13 separate. 14 Sure. Okay. Did your brother Tommy Q. ever do the family laundry? 15 16 Yes. Α. 17 Ο. Okay. Well, everybody did. 18 Α. 19 Did you ever do the laundry Q. 20 sometimes? 21 Yes, sir. Yes, sir. Α. 22 And that would include your work Q. clothes? 23 24 Yes, sir. Α. 25 Okay. Mr. Rivet, other than when Q.



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_	Tage 07
1	
1	Q. Now, you mentioned that you were
2	talking about that the family helped out with the
3	laundry. I want to I'm going to test your
4	memory here, Mr. Rivet.
5	So during that between 19 I
6	wrote these dates wrong. '70 and '71 during the
7	three time periods that you worked at Avondale,
8	did you have a specific memory of your brother,
9	Tommy, helping with that laundry during that
10	timeframe?
11	A. Yes, sir.
12	Q. Okay. What makes you have a
13	specific memory of that specific timeframe when
14	you were 18 years old of your brother Tommy
15	helping with laundry?
16	A. Because everybody, all the family,
17	you know, we all get together and we just take
18	turns washing the clothes and everything.
19	Q. So there was including your
20	parents, there's 16 of you-all?
21	A. Yes.
22	Q. So how did it work? I mean,
23	obviously 16 people aren't doing the laundry at
24	the same time.
25	A. No.



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1 Α. Yes. 2 Did you and your father ever work Q. 3 together at Avondale? 4 Α. Well, we worked in the same yard 5 sometimes, and sometimes, you know, if I worked, 6 I worked there. 7 And that was a bad question. Ο. Ι 8 understand you worked in the same yard, but did 9 you-all ever work side by side together during 10 the three stints that you worked at Avondale? 11 Α. No. Okay. And you mentioned that --12 0. well, I don't know if you mentioned this or not, 13 14 but I believe your -- let's go off the record. 15 (A discussion was held off the record.) 16 MR. KINLER: 17 We can go back on the record. Sorry 18 about that. 19 BY MR. KINLER: 20 Mr. Rivet, your brother Lipton, what Ο. 21 did he do for a living? 22 He was welding. Α. 23 Okay. And do you know where he Q. 24 worked? 25 Avondale. That's -- Avondale. Α.



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1	with your dad, but did you ever see your dad do
2	his work?
3	A. Yes.
4	Q. What did you see your father doing
5	at Avondale?
6	A. Cutting.
7	Q. Cutting what?
8	A. Iron, cutting material.
9	Q. What was the material he was
10	cutting?
11	A. Steel plates.
12	Q. Other than cutting steel plates, did
13	you ever see your father do any other work?
14	A. No, not that I remember.
15	Q. And let me ask the same question of
16	your brother Lipton.
17	Did you ever see your brother doing
18	any work at Avondale?
19	A. Welding like material.
20	Q. Where would your brother be welding?
21	MS. ROUSSEL:
22	Object to the form of the question.
23	THE WITNESS:
24	I don't remember.
25	BY MS. PUENTE:



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1 Yes. 2 BY MS. ROUSSEL: 3 And the insulators were working on Q. 4 the piping and the equipment in the engine room, 5 weren't they? 6 Α. Right. 7 DEFENSE COUNSEL: 8 Object to the form. 9 BY MS. ROUSSEL: 10 And so whatever the insulators were Ο. working with you were exposed to, correct? 11 12 DEFENSE COUNSEL: 13 Object to the form. 14 THE WITNESS: 15 Yes. 16 BY MS. ROUSSEL: 17 And you brought some of that home on Q. 18 your clothing? 19 DEFENSE COUNSEL: 20 Object to the form. 21 THE WITNESS: 22 Yes. 23 BY MS. ROUSSEL: 24 Did you see during that time period 0. 25 your father working in the engine rooms at



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Avondale Shipyards? 1 2 MULTIPLE DEFENSE COUNSEL: 3 Object to the form. 4 THE WITNESS: 5 Yes. 6 BY MS. ROUSSEL: 7 Q. And, likewise, during that time 8 period, did you see your father working in the living quarters of the ships? 9 10 DEFENSE COUNSEL: Object to the form. 11 12 THE WITNESS: 13 Sometimes. 14 BY MS. ROUSSEL: 15 Okay. And, likewise, everything Q. 16 that you were being exposed to when he was 17 working in the engine rooms, both you and he were 18 being exposed --19 Α. Yes. 20 -- to the same kind of insulation Ο. 21 products? 22 Α. Yes. 23 DEFENSE COUNSEL: 24 Objection to form. Misstates prior 25 testimony.



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1 BY MS. ROUSSEL: 2 And you and your father were also --Q. 3 if the insulators or the boilermakers or whatever 4 was occurring in the engine room at that time, 5 both and you father would have been exposed --6 Α. Yes. 7 --to the same products? Ο. 8 Α. Yes. 9 DEFENSE COUNSEL: 10 Objection form. 11 BY MS. ROUSSEL: 12 You talked about this glue or Ο. 13 adhesive that you actually worked with yourself. The insulators also worked with that same glue --14 15 Α. Yes. 16 Ο. -- Correct? 17 MS. ST. JULIEN: 18 Object to the form. 19 Mischaracterizes his prior testimony. 20 Assumes facts not in evidence. 21 BY MS. ROUSSEL: 22 And that glue that you were using Q. 23 yourself, would that get on your clothing? 24 Α. Yes. 25 MS. ST. JULIEN:



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	Page 122
1	BY MS. ROUSSEL:
2	Q. Describe to me what your clothes
3	looked like during that time period when you were
4	a helper.
5	A. Dusty.
6	Q. Did you have dust
7	A. Dust, white, yeah.
8	Q. And you had dust from head to toe?
9	A. Yes.
10	Q. Likewise
11	MS. ST. JULIEN:
12	Object to the form.
13	(A discussion was held off the record.)
14	BY MS. ROUSSEL:
15	Q. Okay. Now, likewise, when you
16	father was working at Avondale Shipyard, describe
17	to me what his clothing looked like.
18	A. About the same, dusty from head to
19	toe.
20	Q. When you were at work when you
21	were a helper working in the living quarters, you
22	said that they were cutting wallboard and putting
23	up wallboard.
24	A. Yes.
25	Q. And, as a helper, did you have to



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1 clean up the dust from that cut wallboard? 2 MULTIPLE DEFENSE COUNSEL: 3 Object to the form. 4 THE WITNESS: 5 Yes. 6 BY MS. ROUSSEL: 7 And when you cleaned up the dust Ο. 8 from this wallboard that had been cut, did you 9 use the same -- did you do it the same way as you 10 described --11 Α. Yes. 12 -- in the engine room? Q. 13 Α. Yes. 14 MR. BELL: 15 Object to the form. 16 BY MS. ROUSSEL: 17 Ο. You swept it with a whisk broom? 18 Α. Yes. 19 MR. BELL: 20 Object to the form. 21 BY MS. ROUSSEL: 22 And, of course, not only did you Q. 23 have to clean up the dust, but you had to clean 24 up the scraps of the wallboard that were --25 Α. Yes.



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#### REPORTER'S CERTIFICATE

This certification is valid only for a transcript accompanied by my original signature and original seal on this page.

I, CHERIE' E. WHITE, Certified Court 6 7 Reporter, in and for the State of Louisiana, do 8 hereby certify that Libby Eloie Rivet, to whom 9 the oath was administered, after having been duly 10 sworn by me upon authority of R.S. 37:2554, did 11 testify as hereinbefore set forth in the 12 foregoing 135 pages; that this testimony was 13 reported by me in the stenotype reporting method, 14 was prepared and transcribed by me or under my 15 personal direction and supervision, and is a true 16 and correct transcript to the best of my ability 17 and understanding; that I am not related to 18 counsel or the parties herein, nor am I otherwise 19 interested in the outcome of this matter.

CSR (TX NO. 10720) CSR (MS NO. 1514)

RPR (NATIONAL NO. 839452)



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### Baril, Gerard

September 15, 2023

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF LOUISIANA \* TOMMY RIVET, Plaintiff, \* Civil Action No. \* 2-22-cv-2584 versus HUNTINGTON INGALLS, \* Defendant. \* Friday, September 15, 2023 Remote Videotaped Deposition of GERARD BARIL 10:00 A.M. EASTERN TIME EXHIBIT

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#### Baril, Gerard

September 15, 2023

9

1 MR. SAUNDERS: Thank you, Jonathan. 2 BY MR. SAUNDERS: 3 Ο. Mr. Baril, please state your full name for 4 the record. Gerard L. Baril. 5 Α. What is your business address? 6 Ο. 7 21224 Tabot Boulevard, Hayward, California Α. 8 94545. 9 And you and I have been through this a 0. number of times, so I know you are very familiar with 10 11 the deposition process. I see no reason to go over 12 any of those ground rules again. But just as a 13 courtesy, as I always do, I will remind you, it is 14 very easy for us to talk over each other, especially 15 in this setting where the testimony is being taken 16 via Zoom. 17 I am going to do my absolute best to not speak over you and let you finish your answer before 18 19 I ask you my next question, and I would just ask that 20 you to allow me to finish my question, even if you 21 know what I'm asking you so the court reporter can 22 take us all down accurately.

### Henderson Legal Services www.hendersonlegalservices.com

202-220-4158

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#### Baril, Gerard

### September 15, 2023

34 Libby Rivet, Sr., Libby Rivet, Jr., and Lipton Rivet. 1 2 Correct? 3 Α. That is correct. 4 Okay. And what is your understanding of Q. the time frame during which Mr. Tommy Rivet is 5 alleged to have been para-occupationally exposed to 6 7 asbestos emanating from the work clothes of his 8 family members? 9 Α. There's a couple of clarifications on that. 10 0. Sure. 11 It's not just the work clothes which is the Α. 12 source of his para-occupational exposure but also the 13 resulting contamination of the home. So as far as 14 the time frame of Tommy Rivet's para-occupational 15 exposure, basically, from the day he was born or 16 brought to this house as a baby up until 17 approximately 1976. 18 Ο. Okay. Now, before I move on to more 19 specific questions, I want to make sure that I 20 understand your opinions completely in this case. 21 You agreed with me that Mr. Rivet's para-occupational 22 exposure to asbestos emanating from Avondale came via

202-220-4158

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#### Baril, Gerard

September 15, 2023

35 his father and two brothers. Correct? 1 2 Α. Yes. 3 Ο. Okay. Now, as an industrial hygienist, 4 very broadly speaking, it is your opinion that those 5 para-occupational exposures were sufficient to increase his risk of developing mesothelioma. 6 7 Correct? 8 Α. Yes. 9 Okay. Am I correct that it is of no moment Q. to you as an industrial hygienist, nor is it of any 10 11 moment in your opinion as to which family member 12 brought any specific fiber home on a specific day? 13 I'm not sure what you mean by moment. Α. 14 Could you --15 Broadly speaking, Mr. Tommy Rivet's Q. Sure. 16 exposures would have been overlapping from all three of these individuals at various times. Correct? 17 18 Α. Oh, yes. 19 Just very broadly speaking, I'm about to Ο. 20 start asking you about certain products, equipment, 21 suppliers, contractors, things of that nature. When 22 you're reaching your opinions in this case, is it

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#### Baril, Gerard

### September 15, 2023

68 1 (An objection to form was made.) 2 BY MR. SAUNDERS: Can you just give me a thumbnail 3 0. 4 description of your understanding of the work that 5 Hopeman Brothers would have done at Avondale during the relevant time period? 6 7 (An objection to form was made.) 8 THE WITNESS: Yes. Essentially, Hopeman 9 Brothers was in charge of installing asbestos wall 10 panels in living quarters aboard ships. In order to 11 install these boards, they had to cut them to size, 12 typically using Skil saws. 13 The process of cutting the boards and 14 installing them with these airborne asbestos fibers, 15 anyone within the proximity would either inhale those 16 fibers or the quarters would be contaminated with the 17 resulting dust. 18 Additionally, none of witnesses indicate 19 that -- let me rephrase that. The witnesses 20 indicated that Hopeman Brothers did not do anything 21 to contain exposure to asbestos released by using 22 Skil saws. They provided no hazard warnings.

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## Baril, Gerard

## September 15, 2023

		69
1	Basically, they had no control such as local exhaust	
2	systems to capture the dust generated by the Skil	
3	saws, those local exhausts to capture the	
4	contaminates at the point of ventilation. And	
5	consequently, those fibers would have been inhaled	
6	and contaminated the clothing of others in the area	
7	such as the Rivet family members at Avondale,	
8	resulting in an inhalation exposure sustained by	
9	Tommy when he inhaled dust released from their	
10	clothing.	
11	(An objection was made to the nonresponsive	
12	portion.)	
13	BY MR. SAUNDERS:	
14	Q. You gave me a lot to work with there. I	
15	appreciate that. I'm going to try to	
16	A. It was a very broad question.	
17	Q. I understand. I understand.	
18	(Objection to lack of a question and	
19	commentary was made.)	
20	MR. SAUNDERS: I'll get there, Troy. I	
21	promise.	
22	MR. BELL: I'm coming behind you.	

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#### Baril, Gerard

### September 15, 2023

172 You will agree with me that on page 77 and 1 0. 2 78 under the section Discussion, Dr. Millette reports that wet adhesives are not released into the air to 3 4 any measurable extent while applying materials. Then he further goes on to say that -- he further goes on 5 to say, regarding testimony regarding dry dock of the 6 7 powder, and they didn't calculate a certain 8 concentration. 9 Α. That's stated in that paragraph. They detected airborne chrysotile -- chrysotile fibers but 10 11 they didn't calculate a concentration. 12 MS. ST. JULIEN: Mr. Baril, those are all 13 the questions I have. Thank you. 14 THE WITNESS: Okay. Anyone else? 15 MR. SAUNDERS: Thank you. 16 THE VIDEOGRAPHER: This concludes today's 17 proceedings. We are going off the record. The time is 12:08 p.m. 18 19 (Whereupon, at 12:08 p.m., the deposition of Gerard Baril concluded.) 20 21 CERTIFICATE OF NOTARY PUBLIC 22 I, Carol J. Robinson, RPR the officer

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### Baril, Gerard

### September 15, 2023

173 before whom the foregoing cause was taken, do hereby 1 2 certify that the witness whose testimony appears in the foregoing transcript was taken by me in shorthand 3 4 at the time mentioned in the caption hereof and thereafter transcribed by me; that said transcript is 5 a record of the testimony given by said witness to 6 7 the best of my ability; that I am neither counsel 8 for, related to, nor employed by any parties to the 9 action; and further, that I am not a relative or 10 employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise 11 interested in the outcome of this action. 12 13 Corol O. Relemsin 14 CAROL J. ROBINSON 15 Notary Public in and for the 16 District of Columbia 17 18 My commission expires: 19 March 15, 2025 20 21 22

Case 24-32428-KLP Doc 86-18 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 18 Page 1 of 5

DR. STEPHEN KRAUS

September 20, 2023

1

## UNITED STATES DISTRICT COURT EASTERN DISTRICT OF LOUISIANA

CIVIL ACTION NO. 2-22-CV-2584

JUDGE DARREL JAMES PAPILLION

MAGISTRATE JUDGE MICHAEL B. NORTH

TOMMY RIVET Plaintiff

#### VERSUS

## HUNTINGTON INGALLS, INCORPORATED, ET AL Defendants

Videotaped Deposition of DR. STEPHEN KRAUS, taken on September 20, 2023, via Zoom.US and in the Law Offices of Roussel & Clement, 1550 West Causeway Approach, Mandeville, Louisiana 70471.

REPORTED BY: LESLIE L. NICOSIA CERTIFIED COURT REPORTER

JOHNS, PENDLETON, FAIRBANKS AND FREESE



#### Case 24-32428-KLP Doc 86-18 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 18 Page 2 of 5

DR. STEPHEN KRAUS

7

1 understand you normally waive it. 2 BY THE WITNESS: 3 I waive it. 4 EXAMINATION BY MR. POWELL: 5 Good morning, Dr. Kraus. My name is 0. б Kevin Powell. I represent Huntington Ingalls, 7 Incorporated in this case. Can we get your name, please? 8 9 Stephen, S-t-e-p-h-e-n, Terry, Α. 10 T-e-r-r-y, Kraus, K-r-a-u-s. 11 You're here today to talk to us in the Ο. case involving Tommy Rivet; is that right? 12 13 Α. Yeah. Yes. Yeah. 14 How do you pronounce it? Rivet? Q. How 15 do you pronounce it? 16 Rivet, R-i-v-e-t. Α. 17 You've been retained in this case by Q. 18 plaintiff's counsel to testify as a medical 19 expert in the Rivet case, correct? 20 That's correct. Α. 21 I don't think we are going to be too 0. 22 long this morning. I know we have taken some 23 depositions in recent months that have gone 24 fairly long. This one is pretty much straight 25 Avondale, as far as I'm aware. Is that your JOHNS, PENDLETON, FAIRBANKS AND FREESE

504 219-1993

# Case 24-32428-KLP Doc 86-18 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 18 Page 3 of 5

DR. STEPHEN KRAUS

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1	BY MS. PUENTE:	
2	Object to form.	
3	BY THE WITNESS:	
4	Yes.	
5	EXAMINATION BY MR. POWELL:	
6	Q. Did Tommy Rivet have significant	
7	para-occupational exposure to asbestos from	
8	Foster Wheeler boilers that were installed on	
9	ships at Avondale?	
10	BY MS. PUENTE:	
11	Object to form.	
12	BY THE WITNESS:	
13	Yes.	
14	EXAMINATION BY MR. POWELL:	
15	Q. Were those exposures to asbestos from	
16	the Foster Wheeler boilers a significant	
17	contributing factor in causing Tommy Rivet's	
18	mesothelioma and death?	
19	BY MS. PUENTE:	
20	Object to form.	
21	BY THE WITNESS:	
22	Yes.	
23	EXAMINATION BY MR. POWELL:	
24	Q. Did Tommy Rivet have significant	
25	para-occupational exposures to asbestos from the	
JOHNS,	PENDLETON, FAIRBANKS AND FREESE	504

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#### DR. STEPHEN KRAUS

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1	wallboard work that was conducted by Hopeman
2	Brothers on ships at Avondale?
3	BY MR. BELL:
4	Object to the form.
5	BY THE WITNESS:
6	Yes.
7	EXAMINATION BY MR. POWELL:
8	Q. Did Tommy Rivet's exposure to
9	asbestos from the work at Hopeman Brothers, was
10	that was that exposure a significant
11	contributing factor in causing Tommy Rivet's
12	mesothelioma and death?
13	BY MR. BELL:
14	Object to the form.
15	BY THE WITNESS:
16	Yes.
17	EXAMINATION BY MR. POWELL:
18	Q. The Hopeman Brothers workers I
19	think you are familiar, and you mentioned in
20	your report that that was a wallboard material.
21	I think you're also familiar with the use of
22	Maronite, an amosite-containing material that
23	was laminated with various veneers. One of
24	those was used on ships was a product called
25	"Micarta" manufactured by Westinghouse. Do you
JOHNS,	PENDLETON, FAIRBANKS AND FREESE

504 219-1993

# Case 24-32428-KLP Doc 86-18 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 18 Page 5 of 5

		186
1	CERTIFICATE	
2	This certification is valid only for a transcript w original signature and original required seal on this p	yith my age.
3 4	I, LESLIE L. NICOSIA, Certified Court Reporter in a the State of Louisiana, the "Officer" before whom this testimony was taken, do hereby certify:	and for sworn
5 6	That DR. STEPHEN KRAUS, to whom oath was administer me upon authority of R.S. 37:2554, did testify as here forth in the foregoing pages;	red by In set
7 8 9	That this proceeding and testimony was reported by stenotype method, was prepared and transcribed by me or my personal direction and supervision, and is a true an correct transcript to the best of my ability and understanding;	Lunder
10 11 12	That this transcript has been prepared in compliand transcript format guidelines required by statute or ru- the Board, and I am informed about the complete arrang- financial or otherwise, with the person or entity maki- arrangements for deposition services;	ement,
13 14 15	That I have acted in compliance with the prohibiti contractual relationships as defined by Louisiana Code Civil Procedure Article 1434 and in rules and advisory opinions of the Board;	0 I
16 17 18	That I have no actual knowledge of any prohibited employment or contractual relationship, direct or indi between a court reporting firm and any party litigant matter, nor is there any such relationship between mys a party litigant in this matter;	
19	That I am not related to counsel or to the parties herein, nor am I otherwise interested in the outcome o	of this
20 21	matter. Lestind Micolic	
22	LESLIE L. NICOSIA, CCR Cert. No. 95004	
23	Cert. No. 93004	
24		
25		2
	JOHNS, PENDLETON, FAIRBANKS & FREESE	an an an the second and the second

CERTIFIED COURT REPORTERS 315 METAIRIE ROAD, SUITE 101 METAIRIE, LA 70005 PHONE (504) 219-1993 Case 24-32428-KLP Doc 86-19 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 19 Page 1 of 5

Landreneau, M.D., Rodney J.

September 18, 2023

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF LOUISIANA CIVIL ACTION NO. 2-22-cv-2584

TOMMY RIVET,

Plaintiff,

vs.

HUNTINGTON INGALLS INCORPORATED, ET AL.,

Defendants.

VIDEOTAPED DEPOSITION OF RODNEY J. LANDRENEAU, M.D.

Pages 1 - 104

Holiday Inn Express & Suites 2580 Gulf to Bay Boulevard Clearwater, Florida 33765

Monday, September 18, 2023

Stenographically Reported By: Denise Sankary, RPR, RMR, CRR Job No. 54245

> Henderson Legal Services www.hendersonlegalservices.com

EXHIBIT

19

202-220-4158

#### Case 24-32428-KLP Doc 86-19 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 19 Page 2 of 5

Landreneau, M.D., Rodney J.

September 18, 2023

7 1 Dr. Landreneau. 2 THE COURT REPORTER: Doctor, would you 3 raise your right hand, please? 4 Do you swear the testimony you're about to 5 give today will be the truth, the whole truth, 6 and nothing but the truth? 7 THE WITNESS: Yes. 8 THE COURT REPORTER: Thank you. 9 THE WITNESS: Good morning. 10 Thereupon: 11 RODNEY J. LANDRENEAU, M.D. having been first duly sworn, was examined and 12 testified as follows: 13 14 MR. LASSEUS: Excuse me. Do we have the 15 usual stipulations? 16 MS. ROUSSEL: Yes. All objections are 17 reserved except as to form and responsiveness. 18 And an objection by one is good as to all. 19 That was Ed Lasseus. 20 And you can just put, when they object: Defense counsel objects. 21 22 DIRECT EXAMINATION 23 BY MS. CAPODICE: 24 Ο. Good morning, Dr. Landreneau. 25 Are you ready to start?

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202-220-4158

Case 24-32428-KLP Doc 86-19 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 19 Page 3 of 5

#### Landreneau, M.D., Rodney J.

September 18, 2023

44 BY MS. CAPODICE: 1 2 The next sentence of your report, you say Q. 3 that Tommy Rivet's father and brothers described 4 working around the cutting of wallboard performed by 5 Hopeman Brothers. б Do you see that? 7 Α. Yes. 8 Q. Is it your opinion that Tommy Rivet's 9 father and brothers sustained exposure to asbestos that is attributable to Hopeman Brothers' wallboard 10 11 work? 12 DEFENSE COUNSEL: Object to form. Lack of foundation. Assumes facts not in evidence. 13 14 Α. Yes. BY MS. CAPODICE: 15 16 Q. Is it your opinion that Tommy Rivet 17 sustained exposure to asbestos attributable to 18 Hopeman Brothers' wallboard work? 19 DEFENSE COUNSEL: Object to form. Lack of 20 foundation. 21 Α. Yes. 22 BY MS. CAPODICE: 23 Q. In your opinion, was that exposure a substantial contributing cause of his mesothelioma? 24 25 Object to form. DEFENSE COUNSEL: Lack of

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Case 24-32428-KLP Doc 86-19 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 19 Page 4 of 5 Landreneau, M.D., Rodney J. September 18, 2023

45 foundation. 1 2 Α. Yes. BY MS. CAPODICE: 3 4 Q. In your opinion, was Tommy Rivet exposed 5 to asbestos for both the Marinite and the Micarta б portions of Hopeman's wallboards? 7 DEFENSE COUNSEL: Object to the form. 8 Α. Yes. BY MS. CAPODICE: 9 10 Q. Was the exposure that Tommy Rivet sustained from the Marinite portion of those boards 11 12 a substantial contributing cause of his mesothelioma? 13 14 Α. Yes. 15 Q. Was the exposure that Tommy Rivet sustained from the Micarta portion of those 16 17 wallboards a substantial contributing cause of his 18 mesothelioma? 19 DEFENSE COUNSEL: Object to the form. 20 Α. Yes. BY MS. CAPODICE: 21 22 Q. I want to jump now to page 25 of your 23 report. 24 Are you with me? 25 Α. Yes.

Case 24-32428-KLP Doc 86-19 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 19 Page 5 of 5

Landreneau, M.D., Rodney J.

September 18, 2023

		104
1	CERTIFICATE OF REPORTER	
2		
3	STATE OF FLORIDA	
4	COUNTY OF PINELLAS	
5		
6		
7	I, DENISE SANKARY, Registered Merit	
8	Reporter, do hereby certify that I was authorized	
9	to and did stenographically report the foregoing	
10	videotaped deposition of RODNEY J. LANDRENEAU,	
11	M.D.; pages 1 through 102; that a review of the	
12	transcript was not requested; and that the	
13	transcript is a true record of my stenographic	
14	notes.	
15	I FURTHER CERTIFY that I am not a	
16	relative, employee, attorney, or counsel of any	
17	of the parties, nor am I a relative or employee	
18	of any of the parties' attorneys or counsel	
19	connected with the action, nor am I financially	
20	interested in the action.	
21	Dated this 27th day of September, 2023.	
22		
23	$D_{n}$	
24	DENISE SANKARY, RPR, RMR, CRR	
25	DENISE SANKARI, RER, RER, CRR	

Henderson Legal Services www.hendersonlegalservices.com

### -32428-KLP STABLE CERTIFICATION OF PEOPLIKECORD CERTIFICATION OF DEATH BIRTH NUMBER: STATE FILE NUMBER: 2023-002-00

Desc

61

AVAILATING THE

20

	BIRTR NUMBER:	CEL	01	atATE FILE	NUMBER: 2023-002-									
CAR PENT	DECEDENT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX)	DATE OF BIRTH	DATE OF DEATH	and the second second	TIME OF DEATH									
	RIVET, TOMMY PAUL	/1957	91/27/2923		10:55.PM									
	PLACE OF BIRTH - (CITY, STATE, COUNTRY)	SEX	SOCIAL SECURIT	YNUMBER	AGE									
283656	NEW ORLEANS, LA UNITED STATES	MALE	6365		66 YEARS									
200000	DECEDENT'S ALIAS NAME(S) - (LAST, FIRST, MIDDLE, BUFFIX): RESIDENCE OF DECEDENT - (STREET ADDRESS, CITY, STATE, 2	ANTRIA COLUMN	<u></u>	WITHIN CITY LIMITS?	TRABISHUCOUNTY									
	1501 FILMORE ST., MORGAN CITY, LA 70360 UNITED STATES	ar code, country		YES	ST. MARY									
PERSONAL	EVER IN U.S. ARMED FORCES?	TOCCUPATION	60 - 21 - 55	INDUSTRY OF OCCUP										
FERSONAL	NO CARE CARE CARE	TRUCK DRIVER		TRANSPORTATION										
Las marks	MARITAL STATUS	TROCK BRIVEN	NAME OF SURVIN	ING SPOUSE (LAST, FIR	ST MIDDLE SUFFIX									
	MARRIED		MAYON, JANET											
	FATHER/PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX)	FATHER/PARENT PL		TY. STATE, COUNTRY)										
See Star	RIVET. LIBBY ELOIE	LA ROSE, LA UNITE	in the second state of the											
	MOTHER PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX)	and the second se		TY, STATE, COUNTRY)	4 28 1 28 0									
	TRUXILLO, MARIE JULIE	THIBODAUX, LA UNI	TED STATES	S. 10/2 S. S. S.	10/ well									
	INFORMANT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX)	RELATIONSHIP TO	DECEDENT	INFORMANT'S ADDRE	SS									
Realization	RIVET, KAYLA	DAUGHTER			MORGAN CITY, LA 793									
Re Brook	EDUCATION: ATH GRADE OR LESS	-		UNITED STATES										
	OF HISPANIC ORIGINT: NO, NOT SPANISH/HISPANIC/LATINO													
	RACE: WHITE	S10 2 1 1 1 1	Contraction in a	Carl Martin Contraction	5 20 0 DSC 9									
DEATH INFO	PLACE OF DEATH	CARD AND AND A	FACILITY NAME	N 19/2 20 8	Contraction of the									
	INPATIENT	112.48	OCHSNER ST. MA	RY										
	FACILITY ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP COD	E, COUNTRY)	CONT -	10 10 16	PARISHICOUNTY									
	1125 MARGUERITE ST., MORGAN CITY, LA 70380 UNITED STATE	5. 4.XX /2	6 36 X he	2 5 X Ch	ST. MARY									
DISPOSITION	METHOD OF DISPOSITION	and a second	PLACE OF DISPO	SITION	2									
	BURIAL		MORGAN CITY CE	INETERY	and the second									
	PLACE OF DISPOSITION - (CITY, STATE, COUNTRY)	X GLAX	S. 19 and	DATE OF DISPO 02/02/2023										
	MORGAN CITY, LA UNITED STATES	ADDRESS OF FUNE	BAL FACE ITY		02/02/2023									
FUNERAL FACILITY	DESCRIPTION OF STATES OF STATES AND ADDRESS OF STATES	CONTRACTOR NOTIFIC	HERE'S PARTY	17 A A										
		and the second se	D., MORGAN CITY, L	CITY, LA 70381 UNITED STATES CORONER NOTIFIED?										
	NAME OF FUNERAL DIRECTOR (LAST, FIRST, MIDDLE, SUFFIX)	LICENSE NUMBER		N										
11-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	GRANT, JANEE	E2865		N CATÉ										
	SIGNATURE OF FUNERAL DIRECTOR	C. C. C. C. C. S.	CA SE	2/1/2023	2 Accession									
MEDICAL INFO	"e-sign" MANNER OF DEATH	NATURAL												
MEDIOREINTO	IF FEMALE?	NOT APPLICABLE												
	DID TOBACCO USAGE CONTRIBUTE TO DEATH?	NO												
CAUSE OF DEATH	PART I. Enter the chain of events - diseases, injuries, or complication	a - that directly caused i	the death. DO NOT en	ter terminal events such a	APPROXIMATE INTER									
CAUGE OF DEATH	cardiac arrest, respiratory arrest, or ventricular fibrillation without show		TABOREVIATE.		Onset to Death									
	IMMEDIATE CAUSE - (Final disease or condition resulting in death)	a. MESOTHELIOMA	- de la		UNK									
	Sequentially list conditions, if any, leading to the cause listed on line a.	<b>b.</b> (0)-2		13 22%	10 (NZ)									
NO 1500	Enter the UNDERLYING CAUSE (disease or injury that initiated the	6			A 6 9 9 9									
	events resulting in death) LAST	Arthur allow	San Carlo											
	5 BOT 15 BOT 15 BOT 15	d and its	C-1 - 10		024									
	PART II. Enter other significant conditions contributing to death but not	π. //	62 - 28											
1 a - a			- 1. ell											
5 202 5 5	WAS AN AUTOPSY PERFORMED?	Salar and Share	FINDINGS USED I	N DETERMINING CAUSE	1									
	NO	5. St. 16	NOT APPLICABLE		1. N. /									
INJURY INFORMATION	PLACE OF INJURY	DATE OF INJURY	TIME OF INJURY	INJURY AT WORK	IF TRANSPORTATION									
the state	5 00-15 00-15 St. 15	1027 E. E.	and the	1 CEL LED	CALL A									
	LOCATION OF INJURY - (STREET ADDRESS, CITY, STATE, ZIP CO	DE, COUNTRY)	X 10% m	X 1.1. 60XX	PARISHICOUNTY									
8			A Contraction											
	DESCRIBE HOW INJURY OCCURED		112 180		the serves the									
SY ACTOR	and the second for the	32.2.2.2.1.	1 . 34 /	2	1.32 19									
CERTIFIER	CERTIFY THAT I ATTENDED THE DECEDENT FROM 2/21/2022 TO	0 1/27/2023 AND THAT I	DEATH OCCURED O	N THE DATE AND HOUR	STATED AND DUE TO 1									
Contraction of the second second second	CAUSE(S) AND MANNER STATED. SIGNATURE OF CERTIFIER	"a-sign"	The second s	DATE	1/30/2023									
Contraction of the		CEFALU, WILLIAM	N / / 18 N	C S S COMMON CONTRACT	124. 855									
6. 38 6														
	CERTIFIER NAME - (LAST, FIRST, MIDDLE, SUPPLY)													
		DDE, COUNTRY)	15.0°		15 28 12									
	CERTIFIER TITLE: CERTIFYING PHYSICIAN	Chinadidia March Collinson and	<u> 1587 - 1587 - 1587 - 1587 - 1587 - 1587 - 1587 - 1587 - 1587 - 1587 - 1587 - 1587 - 1587 - 1587 - 1587 - 158</u>	1.28.15	2811									
	CERTIFIER TITLE: CERTIFYING PHYSICIAN CERTIFIER ADDRESS - (STRILET ADDRESS, CITY, STATE, ZIP CO	Chinadidia March Collinson and	DATE OF ISSUE	DATE FILED WITH RE	BISTRAR									
	CERTIFIER TITLE: CERTIFYING PHYSICIAN CERTIFIER ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP CI 912 MARGUERITE ST., MORGAN CITY, LA 70340 UNITED STATES	9 - Gala / 6	DATE OF ISSUE 01/30/2023	DATE FILED WITH RE	DISTRAR									
REGISTRAR	CERTIFIER TITLE: CERTIFYING PHYSICIAN CERTIFIER ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP CI 912 MARGUERITE ST., MORGAN CITY, LA 70380 UNITED STATES BURIAL TRANSIT PERMIT	PARISH OF ISSUE	01/30/2023	Contraction in the probability of the	GISTRAR									



Cas



I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A CERTIFICATE OR DOCUMENT REGISTERED WITH THE VITAL RECORDS REGISTRY OF THE STATE OF LOUISIANA, PURSUANT TO LSA - R.S.40:32, ET SEQ.

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## Case 24-32428-KLP Doc 86-21 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 21 Page 1 of 1

TA CHILD'S LAST N DANDRY 18 FIRST NAME ERICA 2A BIRTH DATE 6A PLACE OF BIRT MARRERO 6B PARISH OF BIR JEFFERSON 6C NAME OF HOS	1978 8 HICHY, TOWN, OR L	TIME OF BIRTH	3 SEX	1C SECOND NAME MICHELLE	-1978-055-00294
18 FIRST NAME ERICA 2A BIRTH DATE 6A PLACE OF BIRT MARRERO 6B PARISH OF BIR JEFFERSON	1978 8 H (CITY, TOWN, OR L	:10 PM	3 SEX	MICHELLE	1111111111
2A BIRTH DATE 6A PLACE OF BIRT MARRERO 6B PARISH OF BIR JEFFERSON	1978 8 H (CITY, TOWN, OR L	:10 PM	3 SEX		
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JEFFERSON		OCATION)	FEMALE	SINGLE	
DC NAME OF HOS					
7A RESIDENCE OF	ERSON GENERI MOTHER (CITY, TOW	AL HOSPITAL			
WESTWEGO 78 PARISH JEFFERSON		7C STATE	IANA		7D ZIP CODE 70094
7E STREET ADDRES 1318 EAST 8A FATHER'S LAST	DRIVE				
DANDRY JR	NAME				
88 FIRST NAME MICHAEL				8C SECOND NAME PETER	
8D CITY AND STATE LOUISIANA 8E AGE AT THIS BIR		S., NAME OF COUNTRY)			
25	IN				
9A MOTHER'S MAIL	DEN NAME				
98 FIRST NAME SUSAN				9C SECOND NAME	
LOUISIANA		S., NAME OF COUNTRY)			
9E AGE AT THIS BIRT	н				
FILE DATE OCTOBER 26,	1978 DATE MA	ISSUED Y 14, 2004			





## **CERTIFICATION OF BIRTH**

## 3644970

CHILD'S NAME (LAST, FIRST, SECOND) DANDRY, MONICA LEA

BIRTH DATE

TIME OF BIRTH 1982 02:14 AM

SEX F

NUMBER BORN

BIRTH ORDER

1

BIRTH NO: 119-1982-012-00006

PLACE OF BIRTH (CITY, TOWN, OR LOCATION) MARRERO

NAME OF HOSPITAL OR INSTITUTION

WEST JEFFERSON GENERAL HOSPITAL

RESIDENCE OF MOTHER (CITY, TOWN, OR LOCATION) MARRERO

PARISH JEFFERSON

STATE LA

ZIP Code 70072

STREET ADDRESS OF RESIDENCE **2913 PRITCHARD ROAD** 

FATHER'S NAME (LAST, FIRST, SECOND) DANDRY JR , MICHAEL PETER

CITY AND STATE OF BIRTH (IF NOT U.S., NAME OF COUNTRY) NEW ORLEANS, LOUISIANA

AGE AT THIS BIRTH 29

MOTHER'S MAIDEN NAME (LAST, FIRST, SECOND) LACOMBE, SUSAN LOUISE

CITY AND STATE OF BIRTH (IF NOT U.S., NAME OF COUNTRY) NEW ORLEANS, LOUISIANA

AGE AT THIS BIRTH 27

FILE DATE March 24, 1982 DATE ISSUED May 27, 2014 11:24:29 AM

EXHIBIT

22

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I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A CERTIFICATE OR DOCUMENT REGISTERED WITH THE VITAL RECORDS REGISTRY OF THE STATE OF LOUISIANA, PURSUANT TO LSA - R.S.40:32, ET SEQ.

DEVIN GEORGE STATE REGISTRAR

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## Case 24-32428-KLP Doc 86-23 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 23 Page 1 of 5

SOCIAL SECURITY NUMBER NAME - LAST, FIRST, MIDDLE CREDIT ADDRESS 1/71 565 Oak Street Marrero, La. 70072 1/71 Outside Mach. Hlpr. 2.30 Clark 3/16/71 Quit-(485 brs.) ho vac due	PHONE 341-8830	BIRTH DATE SPOUSE
1/71 Outside Mach. Hlpr. 2.30 Clark	341-8830	
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NT APPLICATION EMPLOYMENT APPLICATION \*:05f PANDRY JR, MICHAEL PET ER May 24, 1971 Plan Street "] Rept Sceni Oak maner 566 341-8130 COLOR OF EVES 5'-10 35 Brown mall. OUG B ATH PLACE IC new Orleans NO OF UTPENDENT CHILP Marked V Sincle Widowed Diversed TATTOOS. WARRS. SCARS AND PHTE GAL DEFECT HILLTARY LEAVICE , DRAKO ENGTH OF SERVICE SERVICE NO Ö Ň TYPE OF LACHARGE AND DATE RESENT MILITARY STATUS ELECTIVE SENT CE CLASSIFICATION Reserves No Affiliation 15H National Guard SCHOOLS YRS. DATE LEFT SCH GRADUATED DEGREE AND MAJOR COURSES TAKEN GRADE , HAHE AND LOCATION OF ECHODE 145 No HIGH SLPSEL . NAME AND LOCATION WEST JEFFERSON Yes No 12 May 29 2200 80 Harvey COLLEGE - SAME AND LODATION Yes No n ∫ Ye₅ Q THE R T No ]Yes CIES ARAEITED IT YES, STATE AND EXPLAIN FULL USE EXTER SHEETS IN NEEDED OMIT WINDR TRAFFIC VIOLA Yes Yes V No EVER ALCE VE CONFENSATION FOR AN INJURY IF SC. STATE FOR WHAT TYPE OF INJURY AND WHE 010 5 3 V. NG Yes EPSON TO NOTIEY IN CASE OF EMPROTION 716 341-1791 mrs. POSITION OATER Have 🗹 Have not been employed by AYONDALE SHIPYARDS, INC. or any of its subsidiar You I May D May not contact my employer GIVE COMPLETE EMPLOYMENT RECORD FOR PAST 10 YEARS ACCOUNT FOR PERIODS OF UNEMPLOYMENT (On Reviewe Side

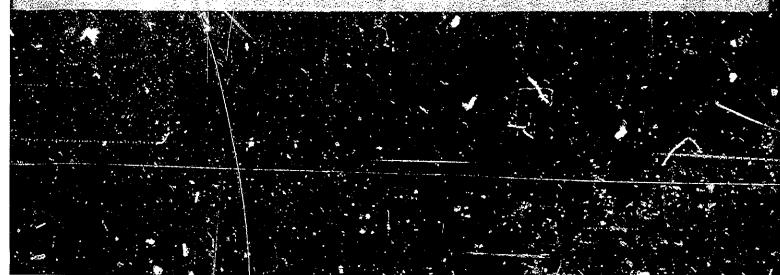
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1442 DEPOSITION HUNTINGTON INGALLS, INC. DANNY JOYCE

August 24, 2023

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#### CIVIL DISTRICT COURT FOR THE PARISH OR ORLEANS STATE OF LOUISIANA

NO. 2022-09445 DIVISION "A" SECTION 16

#### HARRIS J. MATHERNE JR.

#### VERSUS

LOUISIANA INSURANCE GUARANTY ASSOCIATION, et al

(PARTICIPATING VIA ZOOM AS NOTED)

Videotaped Article 1442 Deposition of HUNTINGTON INGALLS INCORPORATED THROUGH ITS DESIGNATED REPRESENTATIVE DANNY JOYCE, given at Blue Williams, LLC, 1060 West Causeway Approach, Mandeville, Louisiana 70471, on August 24th, 2023.

VIDEOGRAPHER:

GILLEY DELORIMIER (DEPO-VUE, INC.) REPORTED BY:

> JOSEPH A. FAIRBANKS, JR., CCR CERTIFIED COURT REPORTER #75005

504 219-1993

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1442 DEPOSITION HUNTINGTON INGALLS, INC. DANNY JOYCE

1 THE VIDEOGRAPHER: 2 We're now on the record. This is the 1442 of Huntington Ingalls, 3 Incorporated, through its 4 5 representative Danny Joyce. This 6 deposition is being held today at 1060 7 West Causeway Approach, in Mandeville, Louisiana, on August 24th, 2023, at 8 9 10:05 a.m. 10 DANNY JOYCE, a witness named in the above stipulation, 11 12 having been first duly sworn, was examined and 13 testified on his oath as follows: 14 THE REPORTER: 15 Usual stipulation? MR. BELL: 16 17 Yes. 18 MR. MINYARD: 19 Yes. 20 THE REPORTER: Okay. One objection good for 21 22 all? 23 MR. BELL: 24 Yes. 25 MR. MINYARD:

August 24, 2023

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1442 DEPOSITION HUNTINGTON INGALLS, INC. DANNY JOYCE

wallboard at the main yard, on that I was

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1442 DEPOSITION HUNTINGTON INGALLS, INC. DANNY JOYCE

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August 24, 2023

speaking of installing a similar product prior to Hopeman Brothers working at Avondale. EXAMINATION BY MR. CLEMENT: Okay. Q. And there was another joiner company Α. that was there before Hopeman Brothers, as well, and they installed similar boards. And then when Hopeman Brothers were hired, they became pretty much the sole installer of Marinite and Micarta board and/or Consoweld or other boards in living quarters of vessels being built at Avondale main yard. Ο. Okay. And I thought what's what you meant --Α. That's right. Ο. -- so let me get a further clarification. MR. BURG: I'm gonna just object to the nonresponsive portion of that. Go ahead. EXAMINATION BY MR. CLEMENT: So, there's a certain point in time in Ο. Avondale's history where Avondale is -- has its own employees that's doing work with the JOHNS, PENDLETON, FAIRBANKS AND FREESE

#### Case 24-32428-KLP Doc 86-24 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 24 Page 5 of 6

1442 DEPOSITION HUNTINGTON INGALLS, INC. DANNY JOYCE

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1 wallboard similar to what Hopeman was using.

2 Right?

3 A. Right.

Q. Is it your appreciation that once
Hopeman came along, that the Avondale employees
were no longer doing that joiner work with the
Micarta and Marinite type panels?

8 A. That's my appreciation.

9 Ο. Okay. And is it your appreciation --10 well, strike that. You testified that in your 11 understanding as a corporate representative for 12 Avondale, that there was a -- the words you 13 used was an ebb and flow, on an as-needed 14 basis, for employees or contractors from the 15 main yard being brought to other yards that Avondale owned and operated. 16 Is my 17 understanding correct?

18 MR. BURG:

19 Object to form.

20 A. And vice versa; employees from other

- 21 yards would come to the main yard on an
- 22 as-needed basis. And Alexander testified about
- 23 the IOWA project, a big project with a
- 24 tremendous manpower demand. So they were
- 25 pulling people from Harvey, from Bayou Black,

## Case 24-32428-KLP Doc 86-24 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 24 Page 6 of 6

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1		
2	REPORTER'S CERTIFICATE	
3		
4	NOTE: This transcript certification is	
5	valid only when accompanied by my original signature over my state seal.	
6		
7	I, JOSEPH A. FAIRBANKS, JR., CCR, RPR, Certified Court Reporter in and for the State	
8	of Louisiana, as the officer before whom the foregoing was taken, do hereby certify:	
9	That the witness was sworn by me upon authority of R.S. 37:2554 and did testify as	
10	set forth in the foregoing pages; That said proceeding and testimony was	
11	reported by me in the stenotype reporting	
12	method, was thereafter transcribed and prepared by me or under my personal direction and	
13	supervision, and is a true and correct transcription to the best of my ability and	
14	understanding; That this transcript was prepared in	
	compliance with transcript format guidelines	
15	established by statute or by rules of the Board;	
16	That I am knowledgeable of the arrangements, financial and otherwise, with the	
17	person on entity arranging for reporting services, and that I have acted in compliance	
18	with the prohibition on contractural relationships as defined by the Louisiana Code	
19	of Civil Procedure Article 1434 and in rules	
20	and advisory opinions of the Board; That I am not related to counsel or to	_
21	the parties herein, nor am I otherwise interested in the outcome of this matter.	and the second se
22		and the second se
23		
24	JOSEPH A. FAIRBANKS, JR., COR, RPR	
25	CERTIFIED COURT REPORTER 75005	
	JOHNS, PENDLETON, FAIRBANKS & FREESE	

CERTIFIED COURT REPORTERS 315 METAIRIE ROAD, SUITE 101 METAIRIE, LA 70005 PHONE (504) 219-1993

# Case 24-32428-KLP Doc 86-25 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 25 Page 1 of 8 BERTRAM CORNELIUS HOPEMAN - VOLUME 1

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	I	Page 1
1	IN THE SUPERIOR COURT OF WHITFIELD COUNTY	
2	STATE OF GEORGIA	
3	JAMES HAROLD O'DONNELL, JR. )	
4	AND MARGARET WANDA O'DONNELL, ) HIS WIFE )	
5	VERSUS ) NO. 13-CI 1767-B	
6	GEORGIA-PACIFIC, LLC, ) INDIVIDUALLY AND AS )	
7	SUCCESSOR-IN-INTEREST TO ) GEORGIA PACIFIC OPERATION; CBS)	
8	CORPORATION (F/K/A VIACOM, ) INC., SUCCESSOR BY MERGER WITH)	
9	CBS CORPORATION F/K/A ) WESTINGHOUSE ELECTRIC )	
10	CORPORATION); HOPEMAN ) BROTHERS, INC.,; INTERNATIONAL)	
11	PAPER COMPANY, INDIVIDUALLY ) AND AS SUCCESSOR BY MERGER )	
12	WITH CHAMPION INTERNATIONAL ) CORPORATION, SUCCESSOR BY )	
13	MERGER WITH UNITED STATES ) PLYWOOD CORPORATION; UNION )	
14	CARBIDE CORPORATION; AND JOHN ) DOES NO. 1-10	
15	****	
16		
17	CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS	
	STATE OF LOUISIANA	
18		
19	JAMES CAPDEBOSCQ )	
_ •	VERSUS ) NO. 14-4444	
20	) DIVISION F	
21	AVONDALE INDUSTRIES, INC., ) F/K/A NORTHROP GRUMMAN SHIP )	
22	SYSTEMS, INC., N/K/A ) HUNTINGTON INGALLS )	
23	INCORPORATED, ET AL. )	
24	* * * * * * * * * * * * * * * * * * * *	
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Exhibit(s) 25 Page 2 of 8 BERTRAM CORNELIUS HOPEMAN - VOLUME 1

Page 2 1 CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS 2 STATE OF LOUISIANA 3 ANNETTE LAPORTE AND MONIQUE ) RIPP, INDIVIDUALLY AND ON ) 4 BEHALF OF JOSEPH LAPORTE, JR. ) 5 VERSUS )NO. 2012-6493 ) DIVISION "N" 6 HUNTINGTON INGALLS, INC., ) ET AL. ) 7 8 9 CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS 10 STATE OF LOUISIANA 11 JOSEPH B. SAVOIE, JR. ) 12 VERSUS )NO. 2014-08285 ) DIVISION "G" 13 PENNSYLVANIA GENERAL ) INSURANCE COMPANY, ET AL. ) 14 15 16 UNITED STATES DISTRICT COURT 17 EASTERN DISTRICT OF LOUISIANA 18 MICHAEL J. COMARDELLE ) ) 19 VERSUS )NO. 2:13-CV-06555 ) SECTION: "I"(5) 20 PENNSYLVANIA GENERAL ) INSURANCE COMPANY, ET AL. ) 21 22 23 24 25

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BERTRAM CORNELIUS HOPEMAN - VOLUME 1

Page 3 1 CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS 2 STATE OF LOUISIANA 3 WAYNE J. CAMBRE ) ) 4 VERSUS )NO. 2013-10405 ) DIVISION "D" 5 AVONDALE INDUSTRIES, INC., ) ET AL 6 7 8 CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS 9 STATE OF LOUISIANA 10 REGINALD JONES ) 11 VERSUS )NO. 2014-06711 ) DIVISION "G" 12 AMERICAN EMPLOYERS INSURANCE ) COMPANY, ET AL ) 13 14 15 VOLUME I 16 17 18 VIDEO DEPOSITION OF BERTRAM CORNELIUS HOPEMAN 19 TAKEN AT COURINGTON, KIEFER & SOMMERS, LLC 20 650 POYDRAS STREET, 11TH FLOOR CONFERENCE ROOM 21 NEW ORLEANS, LA 70130 22 ON MONDAY, SEPTEMBER 22, 2014, AT 10:06 A.M. 23 REPORTED BY: ANNA COATES, CCR, RPR 24 25

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	Page 24
1	MRS. ZANOVEC: This is Jamie Zanovec with
2	Willingham, Fultz & Cougill in the Capdeboscq,
3	Comardelle, Reginald Jones, Laporte, Savoie, and
4	Cambre matters.
5	MR. O'CONNELL: Anybody else on the phone?
6	Silence permeating the room. Folks on the
7	phone, please put your phones on mute. If there
8	are continual interruptions on the phone, I'm just
9	going to hang it up.
10	Madam Court Reporter, since we had this long
11	interruption, could you swear the Witness in
12	again, so we have a relatively clean flow.
13	(WHEREUPON,
14	BERTRAM CORNELIUS HOPEMAN,
15	AFTER HAVING BEEN FIRST DULY SWORN BY THE
16	ABOVE-MENTIONED COURT REPORTER, DID TESTIFY AS
17	FOLLOWS)
18	EXAMINATION BY MR. O'CONNELL:
19	Q. Good morning, sir.
20	A. Good morning.
21	Q. Could you state your name for the
22	record.
23	A. Bertram Cornelius Hopeman.
24	Q. You commonly give go by Bert?
25	A. Yes. And please use that.

#### Case 24-32428-KLP Doc 86-25 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 25 Page 5 of 8

BERTRAM CORNELIUS HOPEMAN - VOLUME 1

Page 41 1 would be based solely on hearsay; that is, what 2 either somebody told you or perhaps any documents 3 that you may have reviewed going forward when you 4 started with Hopeman Brothers? 5 Α. Correct. 6 I'll get back into that a little bit Q. 7 When you started with Hopeman Brothers in later. 8 1964, was that in about June of 1964? 9 It was -- yes, it was right after Α. 10 graduated. I think we graduated early June. 11 Ο. It's my understanding, sir, when you 12 started with Hopeman Brothers, your classification 13 was a trainee? 14 Α. Correct. 15 And you were a trainee at a location Q. 16 called the Sun Shipbuilding and Drydock located in 17 Chester, Pennsylvania? 18 That is correct. Α. 19 So the jury understands, Chester, Q. 20 Pennsylvania is just right outside of 21 Philadelphia? 22 Α. That's correct. 23 Quite a large shipyard? Q. 24 It was a substantial shipyard. Ιt Α. 25 wasn't small. But compared to some in the

#### Case 24-32428-KLP Doc 86-25 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc **Exhibit(s) 25** BERTRAM CORNELIUS HOPEMAN - VOLUME 1 Page 6 of 8

Page 56 1 cut and install Marinite board during the 2 installation of that board aboard various vessels? 3 We cut and installed bulkhead panels. Α. 4 And those panels were composite panels, things 5 glued together. And the core I believe of the 6 panel was Marinite. And then there was a facing 7 on it, Micarta facing. And that was the panel we 8 installed. 9 We'll talk about that in a second. Ο. 10 Α. Okay. 11 MR. COLE: Objection to form. 12 EXAMINATION BY MR. O'CONNELL: 13 Sir, you would agree with me that not Q. 14 every cut, not every installation that occurred 15 between 1964 and 1977, was this combination of 16 Marinite and Micarta, not every time they did 17 that; Hopeman Brothers, that is? 18 And -- so repeat -- ask the question Α. 19 another way. Are you asking did they install the 20 Marinite panel without facing? 21 Q. Let me ask it this way. You're aware, 22 sir, that at times, at times, not even a majority, 23 but at times, between 1964 and 1977, Hopeman 24 Brothers employees would cut Marinite board 25 without the facing on it, that could happen?

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BERTRAM CORNELIUS HOPEMAN - VOLUME 1

Page 100 1 yes. 2 Q. You knew based upon your own personal 3 recollection even back in 1964, that Hopeman 4 Brothers would purchase Marinite from 5 Johns-Manville and purchase Micarta, which was 6 manufactured by Westinghouse? 7 Α. Right. 8 Q. And have those products shipped to Wayne 9 Manufacturing Company in Waynesboro, Virginia? 10 Α. No, I did not know that. 11 Q. When did you first come to that 12 realization, sir? 13 I don't remember. All honesty, I don't Α. 14 remember. 15 Fair enough. Was it before you became Q. 16 operational head of the company that you came to 17 that knowledge? 18 I don't remember that either. Α. Т 19 honestly don't remember when -- I probably knew at 20 some point, but if you sat here -- you've just 21 raised the question to me. I don't remember 22 knowing who bought -- who actually placed the 23 purchase order for the Marinite or the Micarta and 24 how that worked. So I can't really answer your 25 question.

#### Case 24-32428-KLP Doc 86-25 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 25 Page 8 of 8 BERTRAM CORNELIUS HOPEMAN - VOLUME 1

Page 287

#### REPORTER'S CERTIFICATE

This certification is valid only for a transcript accompanied by my original signature and original seal on this page.

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5 I, ANNA C. COATES, CCR, RPR, do hereby 6 certify that BERTRAM C. HOPEMAN, to whom the oath was administered, after having been duly sworn by 7 me upon authority of R.S. 37:2554, did testify as 8 9 herein above set forth in the foregoing 287 pages; 10 that this testimony was reported by me in the 11 stenotype reporting method, was prepared and 12 transcribed by me and is a true and correct 13 transcript to the best of my ability; that the 14 transcript has been prepared in compliance with 15 transcript format guidelines required by rules of 16 the board; that I have acted in compliance with 17 the prohibition on contractual relationships, as 18 defined by Louisiana Code of Civil Procedure 19 Article 1434 and in rules and advisory opinions of 20 the board; that I am not related to counsel or the 21 parties hereto, nor am I otherwise interested in 22 the outcome of this matter. 23 NC 24 ANNA COATES, CCR, RPR 25 LOUISIANA CCR NO. 97018

Case 24-32428-KLP Doc 86-26 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 26• Page 1 of 8 1 IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSISSIPPI 2 3 4 PHILIP SCORDINO, ET AL PLAINTIFFS 5 -vs-NO.: 89-5139(3) 6 OWENS-CORNING FIBERGLAS DEFENDANTS 7 CORPORATION, ET AL 8 DWIGHT COPELAND, ET AL PLAINTIFFS 9 -vs-NO. 89-5142(3) 10 METROPOLITAN LIFE INSU! 11 COMPANY, ET AL DEFENDANTS 12 e 13 14 DEPOSITION 15 . OF 16 DAVID E. BALDWIN 17 Taken on behalf of the Plaintiffs 9:10 a.m., Thursday, September 6, 1990 18 Before 19 \_Elizabeth Bost Simpson, CSR 20 21 22 . 23 COAST-WIDE REPORTERS Court Reporters Post Office Box 95 24 Biloxi, Mississippi 39533-0095 (601) 374-5066 (601) 875-8091 25

EXHIBIT

Certified Copy

#### Case 24-32428-KLP Doc 86-26 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 26 Page 2 of 8

#### 1. DAVID E. BALDWIN, 2 having been produced and first duly sworn, testified as 3 follows: MR. LOMAX: I'd like to make a statement for the 5 record that I have reviewed Mr. Williams' response to 6 the 30(b)5 document request and, also, I understand from Mr. Williams that -- through conversations that 7 8 he would like to restrict this 30(b)6 deposition of Mr. Baldwin -- wherein Mr. Baldwin has been provided 9 10 as a 30(b)6 deponent for Westinghouse, he would like to restrict the deposition to Micarta Marine Products 11 12 manufactured by Westinghouse.

We do not agree that our questions would be restricted to only questions involving Micarta, but we would like to interrogate Westinghouse representative on any asbestos product that they may or have in the past manufactured or sold.

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We feel like that any of the questions along those lines may, in fact, lead to admissible -- they are discoverable and may lead to admissible evidence in this trial. So we don't want to be restricted to that.

However, in order to move the discovery along, we are agreeing that we will focus at first on Micarta and, hopefully, we can do that in one day

#### COAST-WIDE REPORTERS

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1	organic chemistry.
2	Q. Did they involve the plastic laminate materials
3	that you later on worked on the patent for Westinghouse?
4	A. No.
5	Q. What was the use of these polymers in organic
6	chemicals?
7	A. Scientific discovery.
8	Q. Do you know whether or not the polymers that you
9	worked on later on became to be usable materials or usable
10	products in the industry?
11	A. Not to my knowledge.
12	Q. Did they form any type of precursor to
13	fire-retardant decorative laminates?
14	A. No.
15	Q. Or post-formable was that a laminate, also?
16	A. Yes.
17	Q. Post-formable laminates, did they involve that?
18	A. No.
19	Q. Did they have anything to do with asbestos?
20	A. No.
21	Q. Tell me, these patents, how many patents did you
22 ·	work on that involved fire-retardant decorative laminates
23	or post-formable laminates?
24	A. I only recall the two becoming patents.
25	Q. Name those.

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13 1 Α. I can't -- I named one already. All right. 2 Ο. Α. Post-formable decorative laminates. 3 Q. Okay. 5 Α. I named the other one, fire-retardant decorative laminates. 6 ٥. Did they ever -- were they ever assigned a trade 7 name? 8 9 Α. Micarta. 10 Do each one of those two materials carry the 0. name Micarta, trade name? 11 12 Α. Yes. 13 Q. What is the difference between the -- is there a distinction between the trade name of fire-retardant 14 15 decorative laminate or post-formable decorative laminate? Yes. 16 Α. 17 Tell me the difference. Ο. 18 They are entirely different products for Α. 19 different applications. Describe the difference. 20 0. The post-formable decorative laminate is 21 Α. 2 · designed such that after fully curing, full manufacturing, 3 can be reheated and softened enough to take a modest bend, such as on the edge of a kitchen-sink countertop. 4 The fire-retardant decorative laminate was 5

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l	intended to be just what it says, to have less flammable
2	characteristics than the conventional decorative laminate.
3	Q. Would you give me the chemical formula of the
4	fire-retardant decorative laminate?
5	A. Could you be more specific? There is no one
6	formula.
7	Q. Tell me what all chemical the laminate is
8	composed of, the different chemicals or substances.
9	A. The resinous component is made from chemicals.
10	The fibrous component of discussion here was asbestos
11	paper.
12	Q. Was there another primary component?
13	A. Yes. The surface layers that give it the
14	decorative appearance.
15	Q. And what was the makeup of that component?
16	A. Those are pigmented and/or printed
17	alpha-cellulose paper, plus in most cases a thin
18	alpha-cellulose paper as the absolute top layer, which had
19	been impregnated with a resin called
20	melamine-formaldehyde. M-E-L-A-M-I-N-E, hyphen,
21	formaldehyde, F-O-R-M-A-L-D-E-H-Y-D-E.
22 、	Q. The alpha-cellulose paper that was impregnated
23	with the melamine-formaldehyde, what was the purpose of
24	that component?
<u>,5</u>	A. The main functional purpose is to provide wear

#### COAST-WIDE REPORTERS

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have sold --1 Q. Yes, sir. 2 -- I have to make that "would we have sold," 3 Α. because I do not have memory of that far back of the 4 actual sales to any specific company. The sales would 5 have been to a fabricator who would be fabricating panels б 7 for the same markets that U.S. Plywood looked at but possibly other markets where fire retardancy might be an 8 9 advantage. 10 Q. Name some of those markets that you would visualize that the product Micarta -- fire-resistant 11 12 Micarta would be used in. 13. Α. In addition to the two you mentioned, any place 14 the public uses where fire could be a hazard: a public 15 building, an office building, a hospital. I believe you mentioned ships and railcars, buses. Applications of that 16 17 type. 18 And you don't recall any of those buyers outside Q. 19 of U.S. Plywood? 20 No, I do not. I just don't remember. Α. 21 Does the corporation or company Setter 0\_ 22 Brothers -- are you familiar with that company? 23 Yes, modestly so. Α. What was the association of Setter Brothers, as 24 Q. 25 you understand it, with U.S. Plywood?

#### Case 24-32428-KLP Doc 86-26 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 26 Page 7 of 8

46 1 Α. No. I ---BY MR. LOMAX: 2 3 Q. Do you know? 4 Α. I had already answered that question. I said we sold the --5 Q. 6 -- asbestos Micarta? 7 -- fifty-thousandths thick asbestos Micarta to A. U.S. Plywood, and it is my understanding that they sold 8 9 that -- resold that product to someone else. 10 Q. Who did they sell that -- as your understanding, was it to? 11 12 Α. I don't know all of them. It's so long ago. I. 13 don't think I ever knew all of them at that time. 14 Certainly one of them was Hopeman Brothers. All right, sir. And was that the largest one, 15 Q. 16 to your knowledge? 17 MR. KNIGHTEN: Object to the form. 18 I really don't know. It was a large one. I Α. 19 don't know of any other large ones involved. BY MR. LOMAX: 20 21 That's the only one that comes to mind? Ο. 22 The only one that comes to mind. Α. 23 MR. LOMAX: We've been going an hour and twenty minutes. Why don't we take a break just a second. 24 \_5

	Case 24-32428-KLP Doc 86-26 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 26 Page 8 of 8
	150
1	CERTIFICATE
2	STATE OF MISSISSIPPI
3	COUNTY OF HARRISON
4	I, Elizabeth Bost Simpson, CSR, Freelance Court
5	Reporter and Notary Public, duly commissioned for the
<b>6</b> .	County of Harrison, State of Mississippi, do hereby
7	certify:
8	That on the 6th day of September, 1990, there
9	appeared before me DAVID E. BALDWIN, who was sworn and
10	examined to tell the truth, and that the preceding 147
11	typewritten pages contain a full, true and correct copy of
12	my stenotype notes and/or electronic tape recording of the
13	testimony of DAVID E. BALDWIN.
14	That the witness has reserved the right to read
15	and sign the deposition.
16	That I am not related to or in anywise
17	associated with any of the parties to this cause of
18	action, or their Counsel, and that I am not financially
19	interested in the same;
20	' IN WITNESS WHEREOF, I have hereunto set my hand,
21	this the 17th day of September, 1990.
22	Alight by Anin
23	Elizabeth Bost Simpson, CSR, Notary Public, State of
4	Mississippi, County of
	Harrison. My commission expires 4-11-93.

#### **COPY**

CIVIL DISTRICT COURT

FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2009-12001 DIVISION "G" SECTION 11

WAYNE JOSEPH ST. PIERRE

#### VERSUS

NORTHROP GRUMMAN SHIPBUILDING, INC., ET AL.

Deposition of GARY JENKINS, 530 West McClellan Street, Ponchatoula, Louisiana 70454, given at the Ponchatoula Inn & Suites, 727 West Pine Street, Ponchatoula, Louisiana 70454, on Wednesday, August 10th, 2011.

MISSISSIPPI 228.222.4549 LOUISIANA 504.908.5418 GU



# Case 24-32428-KLP Doc 86-27 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 27 Page 2 of 8

	9
1	GARY JENKINS,
2	530 West McClellan Street, Ponchatoula,
3	Louisiana 70454, a witness after having been
4	first duly sworn by the above-mentioned court
5	reporter, was examined and testified as
6	follows:
7	EXAMINATION BY MR. HOSKINS:
8	Q. Mr. Jenkins, would you state your
9	full name and address for the record, please?
10	A. Gary Allen Jenkins. 530 West
11	McClellan Street, Ponchatoula, Louisiana.
12	Q. Mr. Jenkins, I'm David Hoskins. I
13	noticed this deposition. We want to ask you
14	some questions that pertain to a lawsuit filed
15	by Wayne St. Pierre. So that's our fundamental
16	purpose here.
17	Have you given a deposition
18	before?
19	A. No, sir.
20	Q. Basically it's a fairly casual
21	process. The attorneys will ask you questions.
22	The court reporter will take down the questions
23	and whatever your answers are verbatim and in
24	the end she will produce a booklet which
25	contains the verbatim transcript of these



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13 1 You graduated there in '61. Q. Where 2 did you go to college? 3 Α. Wittenberg University. It's in 4 Springfield as well. 5 And what did you study? Q. I was doing -- Well, I was going to 6 Α. 7 night school and I was preparing for 8 engineering. 9 Ο. You went two years. Did you receive 10 an associate's degree? No, I did not. 11 Α. 12 No degree of any kind? Q. 13 Α. No. 14 What year did you start and stop? Q. '62, '64. 15 Α. 16 Were you ever in the military? Q. 17 Α. No, sir. 18 I understand you worked at Avondale Q. 19 Shipyards from mid-1967 through 2004? 20 That's correct, yes. Α. 21 You retired from Avondale? Q. 22 Α. I retired from Avondale. 23 Ο. Prior to going to work for Avondale, 24 where did you work? 25 Α. I worked at the Champion Company in



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31 which you saw Mr. St. Pierre? 1 2 Α. No. That's been too long ago. And I take it the same answer would 3 Ο. be true with respect to such vessels with 4 insulation already installed? 5 Α. Yes. 6 7 Ο. Did you ever have occasion to be 8 aboard a vessel to see Mr. -- Let me rephrase 9 that. 10 Do you recall any occasion in which you saw Mr. St. Pierre aboard a vessel in 11 proximity to craftsmen that were cutting and 12 installing or installing insulation products? 13 I can't say that I did specifically, 14 Ά. 15 vou know. 16 What about -- I'm sorry. Q. 17 Ά. I know that type work was going on. 18 And just like I was, he was on the ships. T 19 don't remember anything specifically, no. 20 What about craftsmen cutting and Q. installing wallboard aboard vessels? Did you 21 22 ever see a -- Do you recall any particular 23 occasion when you saw Mr. St. Pierre aboard a 24 vessel when that was going on? 25 No, I couldn't say that I have seen Α.

LOUISIANA 504.908.5418 GUGEREPORTING

MISSISSIPPI 228,222,4549

#### Case 24-32428-KLP Doc 86-27 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 27 Page 5 of 8

I know it goes on and he, as I would 1 that. 2 have, would have been around that type thing. 3 Ο. Are you able to identify any insulation products that were aboard those 4 5 vessels? 6 Α. I know Keylo blocks and blanket We in our department monitored the 7 insulation. joiner contractor and they were responsible for 8 9 the fire insulation, thermal insulation, and 10 things of that nature. And, of course, the wallboard and all the finishes. 11 12 Who was that contractor? Q. 13 Α. Hopeman Brothers. 14 Q. Do you recall any occasion when you 15 saw Mr. St. Pierre aboard a vessel in which the 16 joiner contractor was actively cutting and installing wallboard? 17 18 MS. MOORE: 19 Objection. Asked and answered. 20 BY MR. HOSKINS: Go ahead and answer. 21 ο. 22 Α. Did I -- Would you rephrase it, say 23 that again, please? I'll try. 24 Q. 25 Okay. Was I on a ship --Α.

LOUISIANA 504.908.5418 GUITREPORTING

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34 1 actually do it. 2 Q. Could it be Kaylo? 3 That could be. Α. Do you know who manufactured Kaylo? 4 Ο. I do not. Kaylo. That might be it. 5 Α. When you encountered aboard these 6 Q. 7 vessels workmen cutting and installing pipe covering and block insulation, was that a did 8 dusty process? Did that generate dust? 9 10 Α. It did. When you went onboard or were going 11 Q. to go aboard vessels. Did you wear any 12 protective clothing? 13 14 Α. No. 15 Do you recall seeing Mr. St. Pierre Ο. 16 in overalls as opposed to street clothes aboard 17 a vessel? We weren't smart enough in those 18 Α. No. 19 days to do that. 20 On those occasions when you saw the Q. 21 joiner contractor's employees cutting and 22 installing wallboard, was the cutting of that 23 wallboard a dusty process? 24 Α. Yes. Because they had to use a saw, 25 a hand saw to cut perhaps for a socket or



MISSISSIPPI 228.222.4549

#### Case 24-32428-KLP Doc 86-27 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 27 Page 7 of 8

95 1 EXAMINATION BY MS. ROUSSEL: 2 I have a couple more questions. Ο. You 3 talked about the board that Hopeman was using as having a melamine finish. 4 Do you know if 5 that board was called Micarta board? 6 Α. Micarta, yes. 7 MR. BROWN: 8 Object to the form of the 9 question. 10 THE WITNESS: 11 Yes, it was. BY MS. ROUSSEL: 12 Now, you said when you would have to 13 Q. go into the engine room, sometimes you would do 14 15 hand sketches. Was that so you could make sure 16 that when you got back to your shop you did a 17 proper sketch? 18 Α. Yes. Well, we had --This may be 19 too much detail. But they had composite 20 drawings of all the installations that were 21 done in engineering and we'd make a sketch to 22 generally say where we think it ought to go. 23 But then we'd have to check it on the composite 24 to make sure that everything was accounted for. 25 When you were in the engine room Q.



#### Case 24-32428-KLP Doc 86-27 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 27 Page 8 of 8

101 REPORTER'S CERTIFICATE 1 2 3 I, MARY E. NELSON, CCR, CERTIFIED COURT REPORTER in and for the State of 4 Louisiana, do hereby certify that the 5 aforementioned witness, after having been first 6 7 duly sworn by me to testify to the truth, did testify as hereinabove set forth. 8 9 That said deposition was taken by me 10 in computer shorthand and thereafter transcribed under my supervision, and is a true 11 and correct transcription to the best of my 12 13 ability and understanding. I further certify that I am not of 14 15 counsel, nor related to counsel or the parties 16 hereto, and am in no way interested in the 17 result of said cause. 18 19 OFFICIAL SEAL MARY E. NELSON 20 ertified Court Reporter and for the State of Louisiana felson, CCR e Number 79009 21 Pertifigate expires 12-31 Annanin hor the survey mminuni 22 23 MARY E NELSON, CCR CERTIFIED COURT REPORTER 24 25 LOUISIANA 504.908.5418 GULTREPORTIN MISSISSIPPI

ase 2	<u>4-32428-KLP Doc 86-28 Filed 07/30/24</u> Entered 07/30/24 15:11:49 Desc Exhibit(s) 28 Page 1 of 4
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1	24TH JUDICIAL DISTRICT COURT
2	PARISH OF JEFFERSON
3	
4	* * * * '* * * * * * * * *
5	GERTIE B. GOODMAN, ET AL * NO. 365-627 *
6	-VS- * DIVISION "J" *
7	AVONDALE INDUSTRIES, INC.,* ET AL *
8	* * * * * * * * * * * *
9	
0	
1	TELEPHONE DEPOSITION OF MR. KENNETH C. WOOD,
2	taken by PLAINTIFFS, pursuant to notice, at the
3	law offices of Gertler, Gertler and Vincent,
4	127-129 Carondelet Street, New Orleans,
5	Louisiana 70130, on October 22, 1991.
6	
7	
8	
9	
0	REPORTED BY:
1	Paul W. Williams, C.S.R. PAUL W. WILLIAMS, INCORPORATED
2	Certified Shorthand Reporters 3200 Ridgelake Drive, Suite 302
3	Metairie, Louisiana 70002 Telephone: (504) 832-0937
4	
5	
	_
	EXHIBIT
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	Exhibit(s) 28 Page 2 of 4	
	13	
1	All right; usual stipulations?	
2	MR. STAINES:	
3	Yes, subject to the two	
4	stipulations I just made, yes.	
ъ 5	MRS. ROUSSEL:	
6	All objections are reserved,	
7		
8	except as to form and responsiveness.	
о 9	MR. STAINES:	
	Fine.	
10	BY MRS. ROUSSEL:	
11	Q. Would you state your complete name for the	
12	record.	
13	A. Kenneth C. Wood.	
14	Q. Sir, what's your address?	
15	A. P. O. Box 1642, Morehead City, North	
16	Carolina 28557.	
17	Q. Are you currently employed?	
18	A. No, I am not.	
19	Q. Would you give me your Social Security	
20	Number.	
21	A	
22	Q. And your driver's license number?	
23	A. Just a moment; 4668820.	
24	Q. What's your phone number?	
25	A. (919) 726-2329.	

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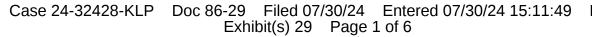
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1	you don't remember, you don't
2	
	remember.
3	THE WITNESS:
4	Specifically, no. Specifically,
5	I don't know whether that was ever
б	approached. The only thing I know,
7	that I know about it, was any
8	ventilation as required for Hopeman
9	Brothers would also be required for
10	the shipyard, because they had men
11	working in the same areas as we did.
12	BY MRS. ROUSSEL:
13	Q. And when you indicated that they had men
14	working in the same areas, they had
15	Avondale employees working in the
16	same areas that Hopeman employees
17	were working in?
18	A. Always.
19	Q. And they worked side-by-side?
20	MR. STAINES:
21	- I object to the form of the
22	question. Do you want to talk about
23	specific employees or titles of
24	employees? That is fine, but you're
25	being general.

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	263
1	<u>CERTIFICATE</u>
2	
3	
4	I, PAUL W. WILLIAMS, Certified
5	Shorthand Reporter in and for the State of
6	Louisiana, do hereby certify the above and
7	foregoing is true and correct as taken by me on
8	October 22, 1991.
9	
10	
11	
12	aul/Manno
13	YAUL W. WILLIAMS
14	WITNESS'S CERTIFICATE
15	I have read the above and foregoing
16	testimony given by me, and the same is true and
17	correct, subject to the attached changes if 📐
18	any.
19	
20	
21	
22	KENNETH C. WOOD
23	
24	
25	
-	

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Certified Copy

#### TWENTY-FOURTH JUDICIAL DISTRICT COURT

#### FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DIVISION J

* * * * * * * * * * * * * * * * * * * *	*****	*		
		*		
GERTIE B. GOODMAN, ET	AL.,	*		
		*		
PI	LAINTIFFS,	*		
		*		
VS.		*	NO.	365-627
		*		
AVONDALE INDUSTRIES,	INC.,	*		
ET AL.,		*		
		*		
DI	EFENDANTS.	*		
		*		
* * * * * * * * * * * * * * * * * * * *				

DEPOSITION OF MORGAN JOSEPH BOURGEOIS

(TAKEN BY PLAINTIFFS)

SAN DIEGO, CALIFORNIA

NOVEMBER 1, 1991

REPORTED BY: MARY LOU BRIANDI, CSR NO. 1670

LUCAS, BRIANDI & ASSOCIATES SUITE 1101 CHAMBER BUILDING - 110 WEST C STREET SAN DIEGO, CALIFORNIA 92101 (619) 239-4151



1 2 MORGAN JOSEPH BOURGEOIS, 3 HAVING BEEN DULY SWORN, TESTIFIED AS FOLLOWS: 4 MR. VINCENT: ALL RIGHT, LADIES AND GENTLEMEN, 5 DO WE ALL AGREE TO THE FORMAL -- RATHER THE USUAL 6 STIPULATIONS AND WAIVE ALL OBJECTIONS EXCEPT AS TO FORM AND 7 **RESPONSIVENESS OF ANSWERS?** 8 MR. STAINES: THAT'S FINE. EXCEPT THAT WE'RE 9 GOING TO NOT WAIVE THE READING AND SIGNING AND WE ASK THAT 10 THE ORIGINAL OUGHT TO BE SENT TO THE WITNESS HIMSELF OR TO 11 ME EITHER -- WHATEVER YOUR PREFERENCE IS, MISS COURT 12 REPORTER. 13 MR. VINCENT: IF ANY OF YOU PARTICIPATING BY 14 PHONE HAVE ANY PROBLEMS OR OBJECTIONS, JUST LET US KNOW AND 15 YOU CAN IDENTIFY, OF COURSE, YOUR NAME AND WHO YOU 16 REPRESENT FOR THE RECORD. 17 EXAMINATION BY MR. VINCENT: 18 19 OKAY, MR. BOURGEOIS. Q. 20 Α. YES, SIR. 21 JUST STATE YOUR ADDRESS FOR ME. Q. 22 2003 SAN PASQUAL COURT, LEMON GROVE, Α. 23 CALIFORNIA. 24 Q. AND WHAT IS YOUR FULL NAME? 25 MORGAN JOSEPH BOURGEOIS. Α.

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1 Α. AND MORE WORK DONE IN THE HOUSE AND THE GALLEY 2 OR THE FAN ROOM OR THE EMERGENCY GENERATOR ROOM, SO HE'D 3 SPEND MORE TIME THERE. 4 Q. CERTAIN DAYS HE MAY NOT -- HE MAY BE IN THE 5 ENGINE ROOM NOT AT ALL? 6 THAT'S RIGHT. WELL, I WOULDN'T SAY NOT AT Α. 7 ALL, BUT VERY LITTLE. BECAUSE WE STARTED FROM THE 8 BEGINNING OF THE SHIP UNTIL THE END OF THE SHIP. 9 NOW, THE PROCESS WE ARE DISCUSSING HERE IN ALL Q. 10 THESE AREAS OF THE SHIP, THIS IS PART OF THE NEW CONSTRUCTION OF A SHIP; IS THAT CORRECT? 11 12 Α. YES. 13 SO IF I DON'T ASK YOU TO ISOLATE ON PARTICULAR 0. 14 HOURS OR DAYS OR EVEN WEEKS, IF WE LOOK AT THE ENTIRE JOB 15 FROM BEGINNING TO END IN THE CONSTRUCTION WORK OF A SHIP, 16 WOULD MOST OF MR. GOODMAN'S TIME BE IN AND AROUND THE 17 ENGINE ROOM? 18 Α. YES. 19 NOW, DURING THIS NEW CONSTRUCTION ACTIVITY, IN Q. 20 THESE VARIOUS AREAS, INCLUDING THE ENGINE ROOM, WOULD THERE 21 BE OTHER TRADES DOING WORK IN THESE AREAS DURING THE NEW 22 CONSTRUCTION? 23 Α. YES. WOULD THERE BE ANY AREAS OF THIS SHIP WHERE 24 Ο.

THE HOPEMAN EMPLOYEES WOULD BE WORKING ALONE OR IN

25

1 ISOLATION DOING THEIR JOBS WITH NO OTHER TRADES AROUND? 2 YES. Α. 3 Q. AND WHAT PARTS OF THE SHIP WOULD THAT OCCUR? 4 THAT COULD OCCUR IN THE LAUNDRIES, THE LITTLE Α. 5 LOCKERS, THE CARPENTER SHOP, MACHINE SHOP, 6 OKAY. MR. BOURGEOIS, WOULD YOU, AS MR. Ο. 7 GOODMAN'S SUPERVISOR, ALSO TRAVEL THESE AREAS OF THE SHIP 8 WHERE THE SHEET-METAL CREW WAS DOING THEIR WORK? 9 Α. CONTINUOUSLY. 10 Q. SO MR. GOODMAN WAS SUPERVISING THE SHEET-METAL 11 CREW AND YOU WERE SUPERVISING MR. GOODMAN? 12 Α. IN A WAY OF SPEAKING, YES. 13 0. SO WOULD YOU SPEND A FAIR AMOUNT OF YOUR OWN 14 TIME, BETWEEN 1965 OR '66 UNTIL 1972, IN THE ENGINE ROOM 15 YOURSELF? YES, SIR. 16 Α. 17 AND WAS IT OUITE FREQUENT WHEN YOU WERE IN THE 0. 18 ENGINE ROOM THAT YOU WOULD OBSERVE MR. GOODMAN AND HIS CREW 19 THERE DOING THEIR WORK? 20 Α. YES, SIR. 21 NOW, IN THE ENGINE ROOM, WHEN YOU OBSERVED MR. Q. 22 GOODMAN AND HIS CREW PERFORMING THEIR SHEET-METAL WORK, 23 WERE THERE OTHER TRADES ALWAYS AROUND DOING THEIR WORK? 24 YES, SIR. Α. 25 AND CAN YOU TELL ME WHAT OTHER TRADES AND Q.

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CRAFTS OR ACTIVITY WAS GOING ON IN THE ENGINE ROOM WHILE 1 2 THEY WERE DOING THEIR WORK, WHILE THE SHEET-METAL CREW WAS 3 DOING ITS WORK? 4 THEY'D HAVE SHIPFITTERS, THEMSELVES, Α. 5 ELECTRICAL, PIPE PEOPLE. 6 A VOICE: COULDN'T HEAR THAT. 7 MR. STAINES: PIPE PEOPLE. 8 PIPE FITTERS, VENTILATION, SHIP MACHINISTS, Α. SHIPYARD INSULATORS, CLEANUP PEOPLE, TOUCH-UP PAINTERS, 9 10 WAVES PEOPLE THAT PUT THE SCAFFOLDING UP AND CLEAN UP THE 11 SCRAP. 12 BY MR. VINCENT: 13 Q. WAS THAT WAVES? 14 WAVES, YEAH. Α. 15 0. W-A-V-E-S? 16 Α. YES. THAT'S CLEANUP PEOPLE AND SCAFFOLDING PEOPLE? 17 Q. YEAH, PUT UP SCAFFOLD AND CLEAN UP THE DEBRIS. 18 Α. THAT'S -- RIGHT NOW, ON THE TOP-OF-MY-HEAD, YEAH. 19 20 NOW, THESE APPROXIMATELY NINE OTHER TRADES OR **Q**. CRAFTS, WOULD THESE HAVE BEEN AVONDALE EMPLOYEES? 21 YES, SIR. 22 Α. 23 WITH REGARD TO THE SHIPYARD INSULATORS, ARE 0. 24 YOU TALKING ABOUT FIBERGLASS-TYPE INSULATION, THAT YOU SPOKE OF EARLIER, OR ARE YOU TALKING ABOUT 25

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STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

I, MARY LOU BRIANDI, CERTIFIED SHORTHAND REPORTER, DO HEREBY CERTIFY:

:

THAT THE WITNESS IN THE FOREGOING DEPOSITION WAS BY ME DULY SWORN; THAT THE DEPOSITION WAS THEN TAKEN BEFORE ME AT THE TIME AND PLACE HEREIN SET FORTH; THAT THE TESTIMONY AND PROCEEDINGS WERE REPORTED STENOGRAPHICALLY BY ME AND LATER TRANSCRIBED INTO TYPEWRITING UNDER MY DIRECTION; THAT THE FOREGOING IS A TRUE RECORD OF THE TESTIMONY AND PROCEEDINGS TAKEN AT THAT TIME.

IN WITNESS WHEREOF, I HAVE SUBSCRIBED MY NAME THIS 19 DAY OF November , 1991.

CSR NO. 1670

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CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS STATE OF LOUISIANA DIVISION "B" DOCKET NO. NUMBER: 90-1877 MYRTLE MOULLIET CHAISSON, ET AL. VERSUS AVONDALE INDUSTRIES, INC., ET AL. NUMBER: 90-3453 DIVISION "K" DOCKET NO. EMIL B. HERRMANN, SR. VERSUS AVONDALE INDUSTRIES, INC., ET AL. NUMBER: 90-8637 DIVISION "A" DOCKET NO. 4 AMERY ARCEMENT and RUTH GIVENS ARCEMENT VERSUS AVONDALE INDUSTRIES, INC., ET AL. Action Court Reporting V. Ann Woofter EXHIBIT Post Office Box 4449 Charleston, WV 25364 340-1020 / 1-800-752-7064

7 MS. TRAHAN: If you all have something to say 1 2 or an objection, you all might want to say your names after or before so the court reporter can get everything straight. 3 BY MS. TRAHAN: 4 5 0 Mr. Hopeman, my name is Jill Trahan, like I've said, and I represent the Plaintiff's families. 6 Basically, I'm going to be asking you questions. If you 7 8 don't understand my question, please ask me to rephrase it. If you need to take a break, just let us know and we'll take 9 Have you ever given a deposition before? 10 a break. 11 Α Yes. How many depositions have you given? 12 Q 13 Α One. And what was that in connection with? 14 Q To the best of my recollection I gave one. 15 Α 16 It was a case -- an employment case. 17 MS. PLUNKETT: We can't hear that, Jill. THE WITNESS: It was an employment case. I 18 gave one deposition, it was an employment case. 19 BY MS. TRAHAN: 20 Did it have anything to do with asbestos? 21 Q 22 Α No, not at all. Mr. Hopeman, can you state your full name, 23 Q 24 please? 25 Yes, Bertram Cornelius Hopeman. Α 26 Q And what is your address?

1 MS. PLUNKETT: Well, have we identified what 2 other crafts were in the engine room besides the pipe insulators that you saw? 3 4 MS. TRAHAN: No. 5 MS. PLUNKETT: Then I object to the form. BY MS. TRAHAN: 6 7 Q Do you remember what types of crafts were in the engine room working? 8 9 There were a great many crafts in the engine Α 10 If you'd like me to try to list them, I will, but I room. can't guarantee that I have them all. 11 There were 12 electricians, welders, pipe fitters, insulators, duct 13 people, machinists --MS. PLUNKETT: Mr. Hopeman, I'd just like to 14 15 qualify, these were all crafts that were working in the 16 engine room at the same time Hopeman Brothers' employees were working in the engine room? 17 That's not what I asked. 18 MS. TRAHAN: 19 THE WITNESS: No, I've never said Hopeman 20 Brothers -- first of all it's questionable -- there's a 21 question as to whether the employees were actually Hopeman 22 Brothers or not. It's kind of a mixed deal. 23 Secondly, we did very -- at Sun Ship we did very 24 little work, if any, in the engine room, but I did take 25 trips into the engine room just to see how the ship was progressing. The question was, did I ever go in the engine 26

15

66 Specifically who, what person was in charge Q 1 of creating it? 2 Mr. Peters, Mr. Johnson and certain yard Α 3 superintendents. 4 Do you know which yard superintendents? 5 0 There may have been others, but those are the Α 6 ones I knew about. I know that -- I wasn't a yard 7 superintendent, but myself and Mr. McCann and after him, Mr. 8 Hunter who took over after Mr. McCann retired. Those two 9 and Mr. Woods at Avondale. I know that they were all 10 11 involved. So Mr. McCann was working on it at Sun Ship 12 Q Building and Mr. Wood was working on it at Avondale? 13 Mr. McCann and Mr. Hunter. I don't remember 14 Α exactly when Mr. McCann retired. He was there when I first 15 came and he retired a year or two or three later and Mr. 16 Hunter took over. Yes, they would have been working on it 17 at Avondale, right or at Sun Ship as the case may be. 18 Were the panels cut by skill saws? Q 19 Skill saws and I'm going to call them hole Α 20 cutting saws, I know this cannot be picked up by the thing, 21 but the blade goes -- it's a little blade and it goes up and 22 down on a hand held saw and you can cut little circles with 23 it. 24 A jigsaw. 25 MR. PLAUCHE: THE WITNESS: Yeah, like a jigsaw. I can't 26

131 I don't believe so. I can't answer that with 1 Α a firm thing, but I don't believe so, my guess is it didn't. 2 3 In your experience in visiting Avondale 0 4 Shipyards, we went into this to some degree before. Is it your recollection that Hopeman Brothers' employees on 5 occasion would be doing work in the engine rooms adjacent to 6 or working side by side with Avondale workers from various 7 8 crafts? 9 Α Yes. 10 Was it your experience, also, that there were 0 11 Avondale employees who would be doing work in the quarters that were being rigged by Hopeman Brothers and doing 12 13 miscellaneous tasks at the time that Hopeman Brothers' 14 people were doing their work? 15 Α Yes, sometimes there wasn't some 16 miscellaneous, but yes. 17 Why the qualifications? 0 18 A Well, you said during miscellaneous tasks, 19 sometimes they were doing their work because they hadn't gotten out of our way, but yes, frequently they were working 20 21 together. They were working on their work and we were 22 working on ours. 23 I want to go through one more time, at least 0 24 partially, some of the shipyards that you know Hopeman 25 Brothers did some work at during the time you were there, 26 just to ask you one question or really two questions about

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#### REPORTER'S CERTIFICATE

STATE OF VIRGINIA COUNTY OF ROANOKE, to-wit:

I, Jacky Spearman King, a Notary Public within and for the State and County aforesaid, duly commissioned and qualified, do hereby certify that the foregoing deposition of BERTRAM HOPEMAN was duly taken by and before me at the time and place and for the purpose specified in the caption thereof, and said witness having been duly sworn by me to testify the whole truth and nothing but the truth concerning the matter in controversy.

I do further certify that the said deposition was taken by means of the Stenomask and transcribed on a typewriter under my supervision.

I further certify that I am not connected by blood or marriage with any of the parties to this action, am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, or financially interested in the action, or interested directly or indirectly in the matter in controversy.

173

Given under my hand this 25th day of May, 1992.

Jacky Spearman King Reporter and Notary Public Court

My commission expires March 21, 2000.

DEPONENT'S CERTIFICATE

I, BERTRAM HOPEMAN have read the foregoing

transcript and agree that it is accurate and correct.

Bertram Hopeman

Notary Public

My commission expires \_\_\_\_\_

Case 24	l-32428-KLP Doc 86-31 Filed 07/ <del>30/24 Entered 07/30/24 15:11:49 Desc</del> Exhibit(s) 31 Page 1 of 8 1
1	24TH JUDICIAL DISTRICT COURT
2	PARISH OF JEFFERSON
3	STATE OF LOUISIANA
4	****
5	DOUGLAS R. ABADIE, ET AL
6	NO. 424-010
7	-vs- DIVISION "J"
	METROPOLITAN LIFE INSURANCE COMPANY, ET AL
8	
9	THIS PLEADING APPLIES ONLY TO THE CASE OF ROLAND J. PARR, DECEASED
10	-
11	ALSO ALFRED LEE NO. 457-354
12	
13	COPY
14	
15	Deposition of MR. WILLIAM H. BOOTH, taken
16	by Defendants, pursuant to notice, at the
17	LaQuinta Inn, 794 East I-10 Service Road,
18	Slidell, Louisiana 70461, on August 31,
19	1994.
20	
21	
22	
23	REPORTED BY: PAUL W. WILLIAMS, CCR
24	CERTIFIED SHORTHAND REPORTER
25	STATE OF LOUISIANA
	EXA North Conserver Baulanand

8525 North Causeway Boulevard Suite 632 P.O. Box 8745 Metairie, Louisiana 70011-8745

2<sup>29<sup>1</sup> - <sup>210</sup> - <sup>1</sup></sup>

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#### Cas Desc

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	7
1	WILLIAM H. BOOTH,
2	having been first duly sworn, was examined
3	and testified as follows:
4	EXAMINATION BY MR. STOUT:
5	Q. Would you state your full
6	name, please.
7	A. William H. Booth.
8	MR. STOUT:
9	Before we begin the
10	deposition, do we have the usual comments?
11	Mr. Booth has got his own I understand
12	Mr. Booth has his own asbestos-related
13	personal injury suit, and he has been
14	noticed for deposition by me solely for
15	purposes of taking his deposition in his

role as a product identification witness in the Parr and Lee cases in which he has 17 been listed as a witness for plaintiffs in 18 the Third Supplemental and Amended List. 19 We are reserving our right 20 to redepose Mr. Booth with regard to his 21

own suit at the appropriate time.

Is that correct, Mickey?

MR. LANDRY:

Except that I don't think

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(

the time of Hurricane Camille, which I believe is sixty-nine. Now, that is when he went to Ingalls to build some type of aircraft boat or something related to Vietnam or
believe is sixty-nine. Now, that is when he went to Ingalls to build some type of aircraft
Now, that is when he went to Ingalls to build some type of aircraft
to Ingalls to build some type of aircraft
boat or something related to Vietnam or
something.
EXAMINATION BY MR. STOUT:
Q. Is that about right?
A. (Witness nods head
affirmatively) summer of sixty-nine when I
went over there.
Q. You went over to Ingalls?
A. Yes.
Q. But other than that summer
of sixty-nine at Ingalls, was all your
employment for Hopeman from '64 to '73 at
Avondale?
A. Uh-huh.
Q. Okay.
A. Correct.
Q. So the only two locations
you ever worked at for Hopeman Brothers
would be the Ingalls Shipyard in
Pascagoula and Avondale Shipyard in the
New Orleans area?

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	29	
1	A. (Witness nods head	
2	affirmatively).	
3	Q. Is that correct?	
4	A. That's right.	
5	Q. Now, as far as Avondale is	
6	concerned, was all of your work at	
7	Avondale at the Main Yard?	
8	A. (Witness nods head	
9	affirmatively) yes.	
10	Q. The yard right along the	
11	River by the Huey P. Long Bridge?	
12	A. Main Yard, yes.	
13	Q. You never worked at the	
14	Harvey Canal Yard	
15	A. No.	
16	Q or Belle Chasse or	
17	anything like that?	
18	A. No.	
19	Q. Okay. Let's talk only	
20	about your Avondale employment I mean	
21	your employment for Hopeman Brothers at	
22	Avondale Shipyards.	
23	Do you remember the names	
24	of any of your supervisors or foremen at	
25	Hopeman Brothers during that time?	

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[	<u>4</u> 4
1	negatively) no, I sure don't.
2	MRS. GREHAN:
3	That's all the questions I
4	have.
5	EXAMINATION BY MR. SMITH:
6	Q. This wallboard that you
7	talked about and bulkhead board, did that
8	have to be cut?
9	A. Yes.
10	Q. How did you saw it?
11	A. Skil-saw.
12	Q. Skil-saw?
13	A. Yes.
14	Q. Did the saw have a vacuum
15	on it?
16	A. No.
17	Q. You never saw a saw with a
18	vacuum on it?
19	A. No.
20	Q. Was it a dusty process when
21	you cut the board?
22	A. Yes.
23	Q. Was it heavy dust, like
24	sawdust, or dust like powder?
25	A. More like a powder.
	Max
	3525 North Causeway Boulevard Suite 632       Paul W. Williams, Inc.       (504) 832-0937         P.O. Box 8745       Certified Shorthand Reporters       FAX: (504) 834-6629

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	4 5	
1	Q. Could you see it in the	
2	air?	
3	A. Yes.	
4	Q. Did you ever personally cut	
5	the board?	
6	A. Yes.	
7	Q. Were there other where	
8	did you cut the board?	
9	A. Oh, most handy spot.	
10	Q. Well, could you tell me, in	
11	the engine room of a vessel or	
12	A. No.	
13	Q. No?	
14	A. No, always close to where	
15	you are putting it up.	
16	Q. Which is in the bulkheads?	
17	A. Yes well, your	
18	compartment where you are putting it up.	
19	Q. Okay, what compartments?	
20	A. Whoever which one you are	
21	working on.	
22	Q. Well, I don't know that	
23	much about a ship, so if you could, tell	
24	me the different compartments.	
25	A. Well, compartments are in a	

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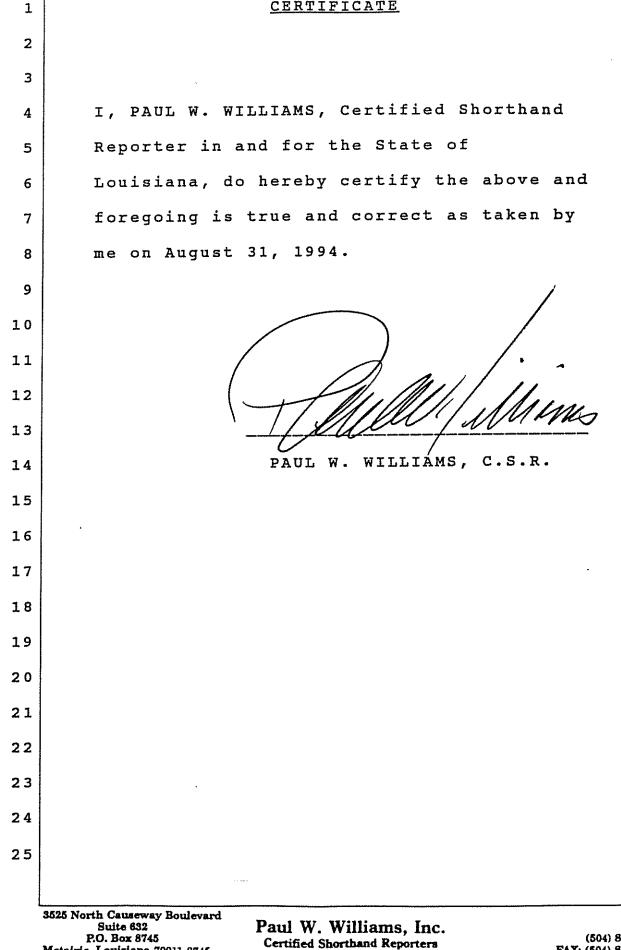
#### Case 24-32428-KLP Doc 86-31 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 31 Page 7 of 8

46 ship kind of like a motel room or hotel 1 2 room. So you think they 3 Q. Okay. were living quarters? 4 Yes. Α. 5 Were other crafts in the Q. 6 immediate vicinity when you cut the board? 7 Yes. Α. 8 Did they have any kind of 9 Q. kiosk or thing that was enclosed with wood 10 or plastic where you cut the board or was 11 it in an open area? 12 Α. Open area. 13 MR. SMITH: 14 That's all I have. Thank 15 you. 16 EXAMINATION BY MR. BRASFIELD: 17 Have you ever heard of U. Q. 18 19 S. Rubber Company? Did you hear me okay? 20 Yeah, but I don't recall Α. 21 it. 22 Have you ever heard of ο. 23 UniRoyal? 24 Yes. 25 Α. 3525 North Causeway Boulevard Paul W. Williams, Inc. Suite 632

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## CERTIFICATE



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## CERTIFICATION OF VITAL RECORD

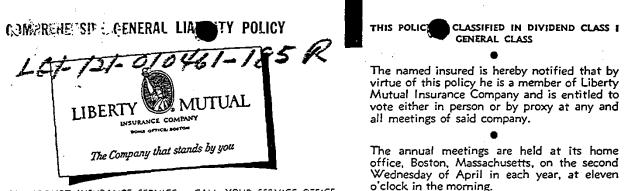
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	2913 PRITCHARD DR., MARRERO, LA 70072 UNITED STATES EVER IN U.S. ARMED FORCES?	OCCUPATION	A price of sub-	INDUSTRY OF OCC	JEFFERSON				
PERSUNAL	NO	Prove by Contention of the Content o							
	MARITAL STATUS	BUILDING MAINTEN			FIRST, MIDDLE, SUFFIX)				
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	FATHER/PARENT NAME . (LAST, FIRST, MIDDLE, SUFFIX)	(LAST, FIRST, MIDDLE, SUFFIX) FATHER/PARENT PLACE OF BIRTH - (CITY, STATE, COUNTRY)							
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	MISTRETTA, MARY INFORMANT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX)			INFORMANT'S ADD					
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	IF FEMALE?	NOT APPLICABLE							
	DID TOBACCO USAGE CONTRIBUTE TO DEATH? NO PART I. Enter the chain of events – diseases, injuries, or complications – that directly caused the death. DO NOT enter terminal events such as APPROXIMATE INTERVAL								
	ardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Unset to beam								
	IMMEDIATE CAUSE - (Final disease or condition resulting in death)	(Final disease or condition resulting in death)     a. DYSPHAGIA WITH NO ORAL INTAKE     1 WEEKS							
	Sequentially list conditions, if any, leading to the cause listed on line a	b. PROGRESSION TO MALIGNANT ASCITES 1 MONTHS							
	Enter the UNDERLYING CAUSE (disease or injury that initiated the	C. MESOTHELIOMA WITH MALIGNANT PLEURAL EFFUSION 6 MONTHS							
	events resulting in death) LAST	d							
	ART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I.								
				San States	Steller States				
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FOR PROMPT INSURANCE SERVICE -- CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

#### INSURING AGREEMENTS

Coverage A - BODILY INJURY LIABILITY To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time result-ing therefrom, sustained by any person and caused by accident. Coverage B — PROPERTY DAMAGE LIABILITY

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident.

- DEFENSE, SETTLEMENT, SUPPLEMENTARY PAY-MENTS With respect to such insurance as is afforded by this policy, the company shall:
- (a) defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient ;
- (b)(1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds:
  - (2) pay all expenses incurred by the company, all costs

#### This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except (1) a contract as defined herein or (2) as respects the insurance which is afforded for the Products Hazard as defined, a warranty of goods or products;
- (b) to any obligation for which the insured may be held liable in an action on a contract or an agreement by a person not a party thereto;
- (c) except with respect to operations performed by independent contractors and except with respect to liability assumed by the insured under a contract as defined herein, to the ownership, maintenance, operation, use, loading or unloading of (1) watercraft if the accident occurs away from premises owned by, rented to or controlled by the named insured, except insofar as this part of this exclusion is stated in the declarations to be inap-O plicable, (2) automobiles if the accident occurs away
- from such premises or the ways immediately adjoining, or (3) aircraft;

**3PO 2120 R5 (6-1-62)**  EXCLUSIONS

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taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

- (3) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;
- (4) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request:

and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

DEFINITION OF INSURED The unqualified word "in-Ш sured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the named insured. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such.

POLICY PERIOD, TERRITORY This policy applies only 11 to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

- (d) to injury, sickness, disease, death or destruction due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under any contract or agreement or (2) expenses under Insuring Agreement II (b) (3);
- (e) to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic
- (f) under coverage A, to any obligation for which the in- NO ON Sured or any carrier as his insurer may be the in- NO ON A under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(g) under coverage A, except with respect to liability as-



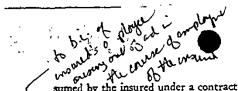
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sumed by the insured under a contract as defined herein, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of his employment by the insured;

- (h) under coverage B, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this policy, property used by the insured, or (3) except with respect to liability under such sidetrack agreements or the use of elevators or escalators at premises owned by, rented to or controlled by the named insured, property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control, or (4) any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, or which the accident arises;
- (i) under coverage B, to injury to or destruction of buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or airconditioning systems, standpipes for firehose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but this exclusion does not apply to loss due to fire, to the use of elevators or escalators or to operations performed by independent contractors;

**1 PREMIUM** The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum \ premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

When used as a premium basis:

- the word "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- (2) the word "cost" means the total cost to (a) the named insured with respect to operations performed for the named insured during the policy period by independent



- (j) under coverage B, to injury to or destruction of any property arising out of (1) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to grading of land, excavation, borrowing, filling, back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors or to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, and provided further that part (1) or part (2) of this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to such part of this exclusion;
- (k) under coverage B, to injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors, to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, or to operations stated, in the declarations or in the company's manual, as not subject to this exclusion.

CONDITIONS

contractors, or (b) any indemnitee with respect to any contract covered by this policy, of all work let or sublet in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

- (3) the word "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- (4) the word "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

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(5) the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2 INSPECTION AND AUDIT The company shall be permitted to inspect the insured premises, operations and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

3 DEFINITIONS (a) Contract The word "contract" means, if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement.

(b) Automobile The word "automobile" means a land motor vehicle, trailer or semitrailer, provided:

- (1) the following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise: if of the crawlertype, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in-transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified in (2) below, which is designed for use principally off public roads.
- (2) The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane, or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.
- (c) Products Hozard The term "products hazard" means
- (1) goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of the declarations excludes any part of the foregoing; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property.

other than such container, rented to or located for use of others but not sold;

(2) operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) operations for which the classification stated in division 1 of the declarations specifically includes completed operations.

(d) Assault and Battery Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

LIMITS OF LIABILITY — Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident.

LIMITS OF LIABILITY — Products Subject to the limit of liability with respect to "each accident", the limits of bodily injury liability and property damage liability stated in the declarations as "aggregate products" are respectively the total limits of the company's liability for all damages arising out of the products hazard. All such damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under his name shall be considered as arising out of one accident.

LIMITS OF LIABILITY — Coverage B The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate operations" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by the ownership, maintenance or use of premises

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or operations rated on a remuneration premium basis or by contractors' equipment rated on a receipts premium basis.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate protective" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by operations performed for the named insured by independent contractors or general supervision thereof by the named insured, except (a) maintenance and repairs at premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate contractual" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, with respect to liability assumed by the insured under contracts covered by this policy in connection with operations for which there is an "aggregate operations" limit of property damage liability stated in the declarations.

The limits of property damage liability stated in the declarations as "aggregate operations", "aggregate protective" and "aggregate contractual" apply separately to each project with respect to operations being performed away from premises owned by or rented to the named insured.

7 SEVERABILITY OF INTERESTS The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

**NOTICE OF ACCIDENT** When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

9 NOTICE OF CLAIM OR SUIT If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

LO ASSISTANCE AND COOPERATION OF THE IN-SURED The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

**11 ACTION AGAINST COMPANY** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

**OTHER INSURANCE** If the insured has other insurance 12 against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

SUBROGATION In the event of any payment under this policy, the company shall be subrogated to all the insured's 13 rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

**CHANGES** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

**ASSIGNMENT** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancelation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancelation of this policy.

**CANCELATION** This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancelation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

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**DECLARATIONS** By acceptance whis policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance. MUTUAL POLICICONDITIONS This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends, so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

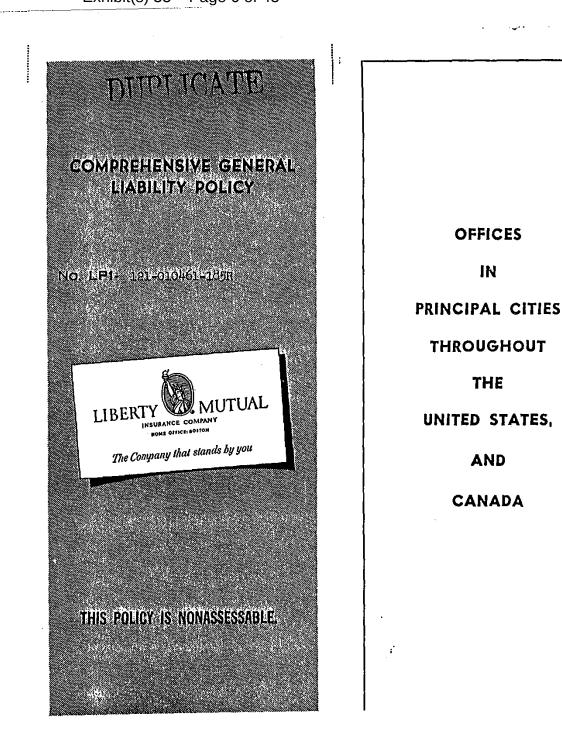
Lenge a. Vot SECRETA

Trank L. Farwel PRESIDENT

PAGE 5

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				<del>_</del>
SHOR			NCELATIO	ON TABLE
Days Policy In Force	Per C oi One 1 Premi	f Year	Days Pallcy In Force	Per Cent of One Year Premium
1 2 3- 4 5- 6		б 6 7 8	154-156 157-160 161-164 165-167	E7
7- 8 9- 10 11- 12 13- 14 15- 16		9 10 11 12 13	168-171 172-175 170-178 179-182 183-187	58 59 (6 mos.) 60 61
17- 18 19- 20 21- 22 23- 25 26- 29	· · ·	14 15 16 17 18	188–191 192–196 197–200 201–205 206–209	62 63 64 65 66
30- 32 33- 36 37- 40 41- 43 44- 47	(1 mo.)	19 20 21 22 23	210-214 215-218 219-223 224-228 229-232	(7 mos.) 67 68 69 70 71
48- 51 52- 54 55- 58 59- 62 63- 65	(2 mos.)	24 25 26 27 28	233-237 238-241 242-246 247-250 251-255	(8 mos.) 74 75 76
66- 69 70- 73 74- 76 77- 80 81- 83		29 30 31 32 38	256-260 261-264 265-269 270-273 274-278	77 78 79 (9 mos.) 80 81
84- 87 88- 91 92- 94 95- 98 99-102	(3 mos.)	34 35 36 37 38	279-282 283-287 288-291 292-296 297-301	
99-102 103-105 106-109 110-113 114-116 117-120	· · · · · · · ·	89 40 41 42 43	302-305 306-310 311-314 315-319 320-323 324-328	(10 mов.) 87 88 89 90 91
126-127 126-127 128-131 132-135	(4 mos.)	44 45 46 47 48	049-004	92 03 (11 mos.) 94 96 96
136-138 139-142 143-146 147-149 150-153	(6 mos.)	49 50 51 52		97 98 99 (12 mos.) 100
If the months o policy he months, i as follow as for a	policy ha r less, the been in he carned s: (1) De policy wr	a be abo effer pren iterm itten	en in effective lable ap et for more nium shall i ine full and for a term	t for twelve plies, If the blan twelve be determined nual premium of one year.
- (2) Dedu premium, rata earn the tengt been in ( year for (3) Add	ict such p and on th led premiu h of time b affect to th which the premium	nemi ne rei m on neyon ne lei polic nrod	um from () nainder cak i the basis o d one year i ngth of tim sy was origi uced in sec	the for twelve typics. If the b than twelve b determined hual premium of one year. he full policy subtle the pro- the rait of the rait of the policy has a beyout one nally written. produce with rned premium affect.
provision during p	s (1) and sried polic	(2) 1 y ha	o obtain sai s been in e	rned premium



Case 24-32428-KLP	Doc 86-33 Filed 07/30/24 Exhibit(s) 33 Page 7		Desc
• •••		and a second	•••••

DECLARATIONS LI		•	Seneral Liability Policy
POLICY NO.	SALES OFFICE COD	E SALESMAN	CODE N/R IST YEAR CODE THIS POLICY
LP1-121-010461-1858 TD 3		-   (	7176 2 37
Item 1. Named Insured Hopeman Broth	ers Inc. and		
Audi caa	t., New York 17, N. Y State	•	
	Corporation ntracting		(other)
Item 2. Policy Period: From	to to me at the address of the name	Mo. Day Year 1 1 66 ed insured stated herein.	
Item 3. The insurance afforded is only with resp premium charge or charges. The limit of	of the company's liability aga		
subject to all the terms of this policy ha	·		Deposit
COVERAGES	LIMITS OF \$ 500,000	LIABILITY	XADDXADXXXX PREMIUMS
A BODILY INJURY LIABILITY	\$ 2,500,000	each accident	
	<u>\$ 2,500,000</u>	aggregate products	<u></u>
•	<sup>\$</sup> 2,500,000 <sup>\$</sup> 2,500,000	aggregate operations	
B — PROPERTY DAMAGE LIABILITY	\$ 2,500,000	aggregate protective	
	\$ 2,500,000 \$ 2,500,000	aggregate products aggregate contractual	
MINIMUM PREMIUM	Premium Discoun Discounted Depo	sit PREMIUM	
The premium for this policy is payable \$ \$ on second anniversary.		\$ on i	first anniversary and
Audit Basis: At Expiration Annual Semi-Annu	al 🔲 Quarterly 🛄 Monthl	y 도	
<ul> <li>Item 4. The declarations are completed on attached sched The rating classifications under the Description of this policy, but</li> <li>(a) part (x) of exclusion (j) does not apply to of symbol x alone or in combination with any of (b) part (2) of exclusion (j) does not apply to op symbol c alone or in combination with any oth (c) exclusion (k) does not apply to operations up alone or in combination with any other symbol</li> </ul>	of Hazards in said schedules or a operations under any classification s ther symbols, perations under any classification sho her symbols, or uder any classification shown in this	shown in this policy unless its c own in this policy unless its co	ode number is followed by the de number is followed by the
	y named insured	t of named insured in such premises sr." "General Lessee" or "Tenant")	Part occupied by Named Insured
Location of all premises owned, rented or controlled h			
Location of all premises owned, rented or controlled b (Enter "same" if same location as above addre See Extension Schedules			
(Ester "ume" if ume location as above adder See Extension Schedules	red hereunder known to exist	at the effective date of	this policy, unless other-
(Enter "same" if same location as above addre See Extension Schedules Item 5. The schedules disclose all hazards insur- wise stated herein:		ed by 11) lip	this policy, unless other-
(Entr "ame" if ame location as above addre See Extension Schedules Item 5. The schedules disclose all hazards insur- wise stated herein: The policy, including all endorsements issued the	rewith, is hereby countersign	ed by 11) lip	with

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Divisions	RATING CLASSIFICATIONS	· Code N
Division 1- Premises	Buildings or Premises	129
Division 1 - Operations	Bost or Ship Building	2464
	Sash, Door or Assembled Millwork Mfg.	24641
	Fireproof Equipment Mfg.	245
	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or Fixtures Installation in Offices or Stores	5146
	Carpentry	543
Division 2 - Elevators	Office or Bank Building Elevators in buildings occupied above grade floor by the insured exclusively	03
Division 4- Products	Completed Operations: Carpentry Construction	120
Contractual	Construction Agreements - indemnification of owners Intermediate form contracts	055
	Limited form contracts	055
	Contractual Liability - N.O.C.	052
Policy No. 1P1-	-121-010461-185R Page No.	1

Item 4. Declarations - Schedule - Description of Hazards

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## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 9 of 45

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And And And And And

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## COVERAGE COVERAGE ADVANCE DIVISIONS NO. PREMIUM Α В 1 PREMISES 1. OPERATIONS -2 ELEVATORS STRUCTURAL ALTERATIONS, 3 New Construction, Demolition 3 INDEPENDENT CONTRACTORS 4 PRODUCTS - Completed Operations CONTRACTUAL Cov.Y Cov.Z 9946 OCCURRENCE <u>9946</u> OCCURRENCE INCREASED LIMITS 9890 BASIC CHARGE 9840 PERSONAL INJURY DIV. 1 9840 PERSONAL INJURY END. 10 DELETION OF CARE CUSTODY AND CONTROL 776 MALPRACTICE 332 Annual TOTAL ADVANCE PREMIUM Policy No. IP1-121-010461-185R Issued to GPO 2144 R-1

## Premium Summary Schedule

Page No. 2

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## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 10 of 45

NO.	DIVISIONS		COVERAGE B	ADVANCE PREMIUM
1	PREMISES			
1	OPERATIONS			
2	ELEVATORS			
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS — Completed Operations			
	CONTRACTUAL	Cov.Y 🥌 🌉	Cov.Z	<u> </u>
	OCCURRENCE OCCURRENCE			
	INCREASED LIMITS BASIC CHARGE			
	PERSONAL INJURY DIV. 1 PERSONAL INJURY END. #10		· · · · · · · · · · · · · · · · · · ·	
	DELETION OF CARE CUSTODY AND CONTROL			
	MALPRACTICE			
	TOTAL DEPOSIT PREMIUM			
	PREMIUM DISCOUNT			
	Discounted Deposit TOTAL/ADVANCE PREMIUM			
Policy	No. IP1-121-010461-185R	· · · · · · · · · · · · · · · · · · ·		Page No.

## Premium Summary Schedule

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## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 11 of 45

Item 4. Declarations — Schedule.

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DESCRIPTION OF HAZARDS	TRE	Press	IOM BASES		RA RA	COVERACE B	COVERAGE A	PREMIUMS COVERAGE B
		<b></b>	·			) L		
DIVISION 1 - PREMISES ODERED TRACE	Code No.	(a) <b>Remuneration</b> (b) <b>Area</b> (c)	(e) FRONTAGE	(d) NO.	(b) PER 100 SQ. (c) PER LINEAR (d) PER UNIT (c)	FT. OF FRONTACE	MO 311 CO 312 X OL & T 313 X	MO 331 CO 332 OL & T 333
152 E. 46th St. New York, N. Y.	01 129	(b)						
Division 1-Operations		(a)						
		1		ł				
154-156 E. 46th St. New York, N. Y.	Greate	r New York	(Excludi	ag th	Borough	of Richn	ond)	
	1 2457	If any	}		6			
	2464A	If any		}				
	2464B	If any						
	3457	If any						
	3759	30,000						
	5146 5127	If any	i l	ĺ				
	5437	If any						
		ork State R	emainder					
	2 2457	If any		ļ				
	2464A	If any						
	2464B	If any		ļ				
	3457	If any		Ì				
	5146	If any	. ,					
	5437	If any						
M-Minimm								
Policy No. GPO 2127 R2							Page No.	<u> </u>

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# Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 12 of 45

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		- L			RA	res	ADVANCE PREMIUMS			
DESCRIPTION OF HAZARDS	TRE.	PREM	IUM BASES		COVERAGE A COVERAGE B		COVERAGE A		COVERAC	
DIVISION 1 - PRESENCE OPERATIONS	Code No.	(a) Remuteration (b) Area (c)	(e) FRONTAGE	(d) NO.	(a) Pra \$100 Ru (b) Pra 100 Sq. (c) Pra Livran (d) Pra Unit (e)	MUNELATION FT. OF AREA FT. OF FRONTAGE	MO 3 CO 3 OL & T 3	11 12 X 15	MO CO OL & T	33 33 33
······································		State of A	labama			•				ſ
· .	3457	If any								
	3759	If any								
		State of C	alifornia							
	2457	If any								
	2464A	If any								
	2464B	If any								
	3457	If any								
	3759	If any								
	5146	If any								
	5437	503,000								
		State of I	ouisiana	}						Ì
	3457	If any								
	3759	If any								
	5437	40,000								
		State of M	aryland							
	2457	If any								
	2464A									
	2464₿	-	, ,							
	3457	If any								
	3759	If any								
• •	5146	If any								
	5437	If any								
Policy No. 191-121-0104		· .			 			e No.		

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## Item 4. Declarations -- Schedule.

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DESCRIPTION OF HAZARDS	TER.	Prem:	IUM BASES		COVERAGE A	COVERAGE B	COVERAGE A	COVERAGE B
DIVISION 1-2000 PERATIONS	Code No.	(a) REMUTERATION (b) Area (c)	(c) FRONTAGE	(d) NO.	(a) PER \$100 R (b) PER 100 Sq. (c) PER LINEAR (d) PER UNIT (c)	FT. OF ABEA FT. OF FRONTACE	MO 311 CO 312 X OL & T 313	MO 331 CO 332 OL & T 333
Mass.		State of M	assachus	etts				
	3759	2,800						
	5437	If any						
		State of N	ew Jerse	Z				
	2457	If any						
	2464A	If any						
	2464B	If any						
	3457	If any						
	3759	If any						
	5146	If any						
	5437	If any						
		State of P	ennsylvar	18				
	2457	If any						
Pennsylvania	24644	If any						
	2464B	If any						
	3457	If any						
	3759	If any						
	5146	If any						
	5437	25,000						
								1
						-		
Policy No. IP1-121-01 GP0 2127 R2					1	<u> </u>	Page No.	<u> </u>

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SCHEDULE OF RATES AND PREMIUMS

. .

PREMIUM BASES: DIVISION I (Operations-Premises) (a) PER \$100 REMUMI (b) PER 100 So. Fr. c (c) PER LUPER Fr. o (d) PER UNIT (e)	іватіоя 17 Авга 7 Гроята		311         331         DIVISI           312         332         X         DIVISI           313         333         DIVISI         DIVISI	ÓN 3 (Structu	ndent Contrac ral Alterations ts) (a) Each	\$1000 of Sales :	00 of Cont (b) Per \$1000 Re	B.L. X 315 X 317 ceipts X310 X 316
LOCATIONS - DIVISION OF HAZARDS	Terr.	Cana.	Premium Base		Rates		Premi	
CLASSIFICATIONS		Code	(see above)	Cov	<u>A Cor</u>		<u>Cov. A</u>	Cov. B
Division 1-Operations			of Virginia					
		2457 2464						
		2464						
• •			Į į					
		3457						
		3759						
		5146 5437						
		2431						
			Total Division	T-W & C	Premiu			
		l	M & C Deposit					
		]	Total Division	· ·				
Division 2-Elevators 154-156 E. 46th St.		1	Total Division	T-nebos	17			
New York, N. Y.	1	033	I					1
Division 4-Products			(ъ)					
New York State		1203	200,000					
Louisiana		1203	If any					
All Other States		1203	4,202,000					
			Total Division	4-Premi	um			
			Deposit Premium					
Minimum Premium Coverage A: Coverage B:								
M-Minimum					<u>_</u>			╞╼╌╌┥╴
					PREMIL	лм		
Policy No. IP1-121-010461-185R			· · · · · · · · · · · · · · · · · · ·			·	,0,0,	9
GPO 2157 R4 🛫			Page No				1	95

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MISCELLANEOUS CHANGE ENDOR MENT (General Liability)

.

The policy of which this endorsement is issued to form a part is amended as indicated by typed entries hereunder:

Locations:

1. M. Co. C. C. C.

			IMITS OF U	BILITY				
Coverage A — Bodily Injury Liab	oility	Covera	ige — Propert	y Damage Liab	ility	Coverage		
\$ each per	5011	\$ \$	each accident aggregate operations			\$		ach person
\$ each acc	ident	\$	\$ aggregate protective			\$	c	ach accident
\$ aggregati	e products	\$ \$		aggregate pr aggregate co		\$	a	ggregate
Ítem 4—			(Coverage	Code: B. I			D.	
							Premiums	
Division 1-Operations	Code	Premium Bases	Annual	Rates				
Add:	_	tion	Coverage A	Coverage B	Coverage	A Coverage B	Coverage A	Coverage B
Savannah, Georgia								
Carpentry	5437	If any						
Occurrence 1% of B.I. Premium	9946							
5% of P.D. Premium	9946							
Personal Injury 10% of Div. 1 Premium	9840							
· · · · · · · · · · · · · · · · · · ·								
Adjustment of premium shall be	made					Premium		
Premium \$ To be adju	isted on	audit		Г	Periodic I	avment \$		
Effective Date 7-19-6 Expiration Date 1-1-66 Audit Basis 8				L				
For attachment		-	т	mmme M		NSURANCE C		
to Policy No. <u>LP1-121</u> Issued to Hopeman Brot				ABERTI M	UIUAL 1	INSUKANCE U	UMPANX	
			Bu	a E. Doo	unan	Frank L.	Taul .	2
Work Count			Counters	igned by	6 H	-01-0	1	<u>_</u>
111	-				Aun	iorized Represent	ATIVE	

ED. 2 LP LS LT LU (10-1-63)- End. Serial No. 29

Issued vd. 7-29-65 Sales Office and No. 202

## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 16 of 45

## MISCELLANEOUS CHANGE ENDORSEMENT (General Liability)

The policy of which this endorsement is issued to form a part is amended as indicated by typed entries hereunder:

Locations:

والمترجب والمترجو

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LIMITS OF LIABILITY								
Coverage A — Bodily Injury Lieb	oility		age - Property			Coverage		
\$ each per	son	\$ \$		each acciden		\$	ea	ch person
\$ each acc	id <del>e</del> nt	\$	aggregate operations aggregate protective			\$	ea	ch accident
\$ aggregat	e products	\$		aggregate pr aggregate co		\$	a	gregate
Item 4- Division 1 - Op	eration			Code: B. J		P.	D,	)
<sup>_</sup>		Promium Bases	1			Advance	Premiums	
	Code No.		Annual F	Rates				
Louisiana			Coverage A	Coverage B	Coverage	A Coverage B	Coverage A	Coverage B
	· .							
Revised Rates	3457							
	3759							
•	5437							
Division 4 - Products	1							
Division 4 - Products								
	1203							1
			.					
Experience Percentages 27% debit Basic								
		•			·			
Adjustment of premium shall be	made		·			Premium		
Premium \$ To be adju	asted on	n audit		Г	Periodic I	¢		
Effective Date 3-1-65 Expiration Date 1-1-66				L	renodic f	ayment \$	]	
Audit Basis 8								
For attachment to Policy No. <u>LP1-121</u> .	-010461	-185R TD3	γ L	iberty M	UTUAL I	INSURANCE C	OMPANY	
Issued to Hopeman Bro			, R.	. 8				
			1814	a 6. 100	Marian .	Trank L.	Taurell	
			~	(	W	Aper	L.F.	Q
Work Count			Counters	igned by <u>U</u>	Aom	HORIZED REPRESENT	ATIVE	2
11L ED. 2 LP LS LT LU (10-1-63)	Issu	red va 6-23.	-65 Sales (	Office and N	'o- 202	End. S	Serial No. 2	28
				•				

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PREMIUM DISCOUNT ENDORSEMENT

#### (Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

- 1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
- 2. The following elements of the Total Standard Premium are not subject to discount:
  - (a) Any premium for insurance in the the state of Louisiana;
  - (b) Any premium for Automobile Bodily Injury Liability insurance in the Commonwealth of Massachusetts; (c) Any premium subject to retrospective rating.
- 3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
- 4. The provisions of this endorsement shall not apply to New York premium in the event such premium is less than \$100.
- 5. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
- 6. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS		ESTIMATED STANDARD PREMIUM
1P1-121-010461-205R	(Wayne Manufacturing Corporation)	\$ 400.17
AE1-121-010461-165	(Hopeman Brothers Inc.)	1,625.23
IP1-181-016426-055		880.00
Canada 1P1-121-010461-155	(Hopeman Bros. Inc., etal)	428.83

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Tarwell PRESIDENT

SECRETART

Premium \$

Effective Date Expiration Date Audir Basis For attachment to Policy No.

LP1-121-010461-185R

Issued to

Countersigned by.

23 Endorsement Serial No.

(11-23-59)

Issued

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#### RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Nuclear Energy Endorsement	2234	
Amendatory Endorsement Independent Contractors	67L	No. 2
Contractual Endorsement	210L	<b>No.</b> 6
Amendatory Endorsement	102	No. 7
Contractual Liability Endorsement	331L	No. 8
Interpretation of Notice of Accident Condition	102	No. 12
Amendment of Insuring Agreement I	102	No. 15
Deductible Property Damage Liability	102	No. 17
Policy Period Territory	102	No. 19

#### LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Parwell

PRESIDENT

Countersigned by .....

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Sales Office and No.

AUTHORIZED REPRESENTATIVE

End. Serial No. 22

Effective Date Expiration Date Audit Basis For attachment to Policy No.

IP1-121-010461-185R

Issued to

652 Louisiana

Issued

## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 19 of 45

#### Watercraft Exclusion

It is agreed that Exclusion (c) Paragraph (1) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farwell PRESIDENT

SECRETARY

to Policy @18000KNo. LP1-121-010461-185R

Premium \$

Audit Basis For attachment

Issued to

Work Count

Effective Date Expiration Date

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Countersigned by .....

AUTHORIZED REPRESENTATIVE

Issued

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Sales Office & No.

End. Serial No. 21

### Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 20 of 45

#### Foreign Coverage Endorsement

It is agreed that such insurance as is afforded by the policy also applies with respect to accidents which occur during the policy period elsewhere than within the United States of America, its territories or possessions, or Canada, provided, however, that any claims or suits must be instituted in a court of the United States of America, or Canada.

Code	Rates
3759	State of Hire

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farwell PRESIDENT

CW Speach

Countersigned by .....

Sales Office & No.

\_\_\_\_\_,

Authorized Representative

End. Serial No. 20

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy arrived No.

IP1-121-010461-185R

Issued to

Work Count

Issued

## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 21 of 45

#### Policy Period, Territory (Limited to the United States of America)

It is agreed that Insuring Agreement IV of the policy is amended to read:

"Policy Period, Territory. This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions".

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farmel PRESIDENT

SECRETARY

Countersigned by

Work Count

Issued to

Premium \$

Audit Basis For attachment

Effective Date Expiration Date

(78IM)

E

to Policy grand No. 1P1-121-010461-185R

Issued

Sales Office & No.

AUTHORIZED REPRESENTATIVE

## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 22 of 45

#### ANNIVERSARY RATING DATE ENDORSEMENT

The rates shown in the policy are manual rates with experience modification. Such rates will subsequently be adjusted as of the normal anniversary rating date shown below to conform to a revised modification to be expressed by an endorsement issued to form a part of the policy.

Normal Anniversary Rating Date: 3-1-64 to 3-1-65

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farwell PRESIDENT

AUTHORIZED REPRESENTATIVE

Countersigned by

IP1-121-010461-185R

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Issued to

Work Count

Premium \$

Effective Date

Expiration Date Audit Basis For attachment to Policy **arcEant** No.

Issued

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Sales Office & No.

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End. Serial No. 18

## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 23 of 45

#### Deductible Property Damage Liability (Limited Form)

It is agreed that exclusion (h) of the policy jacket is amended to read as follows:

Under Coverage B, to injury to or destruction of (1) property owned or occupied by or rented to the insured or (2) except with respect to liability under sidetrack agreements, property used by the insured, or (3) any goods or products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises.

It is agreed that such insurance as is afforded by this endorsement for property damage liability, designated coverage B of the policy, applies subject to the following provisions:

- 1. \$1,000 will be deducted from the total amount of all sums which the insured shall become obligated to pay by reason of the liability imposed upon him by law for damages on account of each accident, and the company shall be liable only for the difference between such deductible amount and the limit of the company's liability for each accident as stated in Item 3 of the declarations.
- 2. The terms of the policy, including those with respect to notice of accident and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
- 3. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Policy No.:	LP1-121-010461-185R	Attach to Endorsement No. 17
Issued to:	Hopeman Brothers, Inc., etal	(1 of 3)

## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 24 of 45

. . . . . . . .

It is agreed that provisions of this endorsement apply only to the locations listed below, it is further agreed that the provisions of this endorsement will also apply to additional locations provided that the insured notifies the company within 30 days after the commencement of work by the insured at each such additional location, but such notification to the company will not be required if the total cost of the work let to the named insured at an additional location does not exceed \$5,000.

Per	<u>insylvania</u>		
	Va.	•	
New	Jersey	ŀ	
, (	California		

Avondale Shipyards New Orleans, Louisiana Hulls #1040, 1041, 1042, 1043, 1052, 1053, 1054, 1055



Policy No.:	IP1-121-010461-185R	Attach to Endorsement No. 17
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Issued to:

Hopeman Brothers Inc., etal

(2 of 3)

## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 25 of 45

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			, N. Y.	
	Deletion of Care Custody and Control	Payroll	P. D. Rate Per \$100 of Payroll	Premium
	776	If any		Minimum

		AUTHORIZED REPRESENTATIVE
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··· - ····, 1		Journa 6. / Secretary 3
For attachment to Policy <b>mcBoast</b> No.	IP1-121-010461-185R	Auce E. Doorman
Audit Basis		0 0
Expiration Date		PRESIDENT
Effective Date		Trank L. Farwell
Premium \$ Include	ed on extension schedule	
···• -· ·	· · · · ·	LIBERTY MUTUAL INSURANCE COMPANY

Sales Office & No.

Issued

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End. Serial No. 17

(3 of 3)

## EXCLUSION OF ALL HAZARDS IN CONNECTION WITH DESIGNATED LOCATION

It is agreed that the policy does not apply to any hazard at the premises designated below or to any hazard elsewhere which arises from goods or products manufactured at or distributed from such premises, or from operations either on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises.

Location of premises
•
Mississippi

#### LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farwell Pressuent PRESIDENT

SECRETART

4 AUTHORIZED REPRESENTATIVE

Countersigned by

End. Serial No.

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No.

Issued to

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LP1-121-010461-185R

Sales Office and No.

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## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 27 of 45

#### AMENDMENT OF INSURING AGREEMENT I

#### To place Bodily Injury Liability and Property Damage Liability on an "occurrence" basis

It is agreed that such insurance as is afforded by the Policy for Bodily Injury Liability and for Property Damage Liability applies subject to the following provisions:

- 1. In Insuring Agreement I, the words "caused by accident" are deleted.
- 2. The word "occurrence" is substituted for "accident" wherever else it appears, except in the "Defense, Settlement, Supplementary Payments" insuring agreement and "Assistance and Cooperation" condition.
- 3. "Occurrence" means either an accident or a continuous or repeated exposure to conditions which result during the policy period in injury to person or real or tangible property which is accidentally caused. All damage arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.
- 4. Under the Bodily Injury Liability Coverage, injury intentionally inflicted shall be deemed an accident unless committed by or at the direction of the insured. The Property Damage Liability Coverage does not apply to injury or destruction caused intentionally by or at the direction of the insured or of any employee or agent of the insured.

1% of B. I. Premium 32% of P. D. Premium

This endorsement applies only in the State of Louisiana.

LIBERTY MUTUAL INSURANCE COMPANY

AUTHORIZED REPRESENTATIVE

Countersigned by

Work Count

Premium \$

Audit Basis For attachment

Issued to

Effective Date Expiration Date

End. Serial No.

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to Policy og Boest No. 1P1-121-010461-185R

Issued

Sales Office & No.

ST. PIERRE (HBI) -111

PRESIDENT

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#### Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 28 of 45

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## AMENDMENT OF PROPERTY DAMAGE LIABILITY COVERAGE - OCCURRENCE

It is agreed that with respect to such insurance as is afforded by the policy, or any endorsement forming a part thereof, for property damage liability, the word "occurrence" as defined herein is substituted for the word "accident" wherever the latter appears.

"Occurrence" means an accident or a continuous or repeated exposure to conditions which results in injury during the policy period, provided the insured did not intend that such injury would result. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### 5% of Property Damage Premium

Minimum Premium,

Premium \$

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Effective Date Expiration Date Audit Basis For attachment to Policy No.

IP1-121-010461-185R

Issued to

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(11-1-63) LP

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Countersigned by AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 14

Trank L.

LIBERTY MUTUAL INSURANCE COMPANY

ST. PIERRE (HBI) -112

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PRESIDENT

## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 29 of 45

### AMENDMENT OF BODILY INJURY LIABILITY COVERAGE --- OCCURRENCE

It is agreed that with respect to such insurance as is afforded by the policy, or any endorsement forming a part thereof, for bodily injury liability, the word "occurrence" as defined herein is substituted for the word "accident" wherever the latter appears.

"Occurrence" means an unexpected event or happening or a continuous or repeated exposure to conditions which results during the policy period in bodily injury, sickness or disease, including death at any time resulting therefrom, provided the insured did not intend that injury, sickness, disease or death would result. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

1% of Bodily Injury Premium

Minimum Premium

Premium \$ Included on extension schedule

Effective Date Expiration Date Audit Basis For attachment to Policy No.

IP1-121-010461-185R

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Issued to

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(2/11/63)

LIBERTY MUTUAL INSURANCE COMPANY

Sant annel

PRESIDENT

uan SECRETARY

Countersigned by

AUTHORIZED REPRESENTATIVE End. Scrial No. 13

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#### Interpretation of Notice of Accident Condition

It is agreed that in event of an accident written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 8 indicated on the policy jacket.

#### Amending Condition No. 16

It is agreed that the second sentence of cancellation condition 16 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective."

#### Failure to Disclose Hazards Existing on Effective Date of Policy

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy o<del>r Bond</del> N

to Policy on Read No. IP1-121-010461-185R

Issued

Issued to

Work Count

Countersigned by

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End. Serial No. 12

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Sales Office & No.

## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 31 of 45

#### PERSONAL INJURY

Subject to the terms of the policy applicable to Bodily Injury Liability not inconsistent herewith, the company agrees to pay on behalf of the insured all sums which the insured shall become obliged to pay by reason of liability imposed upon him by law for damages, including damages for care and loss of services, because of personal injury other than bodily injury, not intentionally caused by the insured, resulting from false arrest, false imprisonment, detention, assault or assault and battery, slander, or libel, except such slander or libel as results from any advertising or broadcasting activities of the named insured, malicious prosecution of any person or persons, invasion of privacy, wrongful eviction or wrongful entry provided such personal injury occurs during the policy period.

The limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to one person on any one occasion is \$500,000; the limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to two or more persons on any one occasion is, subject to the above provision respecting one person, \$2,500,000.

10% of Div. 1 - Premium Annual Minimum

Premium \$ Included on Extension Schedule

Effective Date Expiration Date Audit Basis For attachment to Policy occessorie No. IP1-121-010461-185R

Issued to

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LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Tarwell PRESIDENT PRESIDENT

Countersigned by

Work Couat

AUTHORIZED REPRESENTATIVE

Issued

Sales Office & No.

End. Serial No. 11

#### PERSONAL INJURY

Subject to the terms of the policy applicable to Bodily Injury Liability and inconsistent herewith, the company agrees to pay on behalf of the insured all sums which the insured shall become obliged to pay by reason of liability imposed upon him by law for damages, including damages for care and loss of services, because of personal injury other than bodily injury, not intentionally caused by the insured, resulting from (a) false arrest, malicious prosecution, wilful detention or imprisonment and (b) libel, slander, defamation of character and (c) invasion of privacy coverage provided such personal injury occurs during the policy period.

The limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to one person on any one occasion is \$500,000; the limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to two or more persons on any one occasion is, subject to the above provision respecting one person, \$2,500,000.

It is agreed that the provisions of this endorsement do not apply to:

- (1) injury sustained by any person who is an employee of the named insured at the time of the offense causing the injury,
- (2) all fines and penalties other than punitive or exemplary penalties,
- (3) injury caused by the wilful violation of a penal statute or ordinance
- committed by or with the knowledge or consent of the insured.
- (4) the basic nuclear energy liability exclusion

It is further agreed that the provisions of this endorsement apply only with respect to Contract with Holmes Electric Protective Company at 156 E. 46th St., New York, N.Y.

Premium Flat Charge

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Work Count

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Issued to

Premium \$

Effective Date

Expiration Date Audit Basis For attachment

AUTHORIZED REPRESENTATIVE

End. Serial No. 10

Issued

to Policy #278664 No. 1P1-121-010461-185R

Included on Extension Schedule

Sales Office & No.

Countersigned by

## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 33 of 45

#### AMENDATORY ENDORSEMENT

It is agreed that with respect to such insurance as afforded under Coverage Y, Contractual Bodily Injury Liability, that Malpractice, error or mistake in rendering or failing to render medical, surgical, dental, X-ray, cosmetic, tonsorial or other professional or sanatory service treatment shall be deemed an accident and that all malpractice, error or mistake in rendering or omission of such services, or treatment to any one person shall be deemed one accident.

It is further agreed that such insurance as is afforded by this endorsement applies only with respect to liability assumed under contracts.

Rate - 10% of Coverage Y Premium

Annual Minimum Premium

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LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farmell PRESIDENT

Work Count

Issued to

Effective Date

Expiration Date Audit Basis For attachment

Countersigned by .....

AUTHORIZED REPRESENTATIVE

Issued

Premium \$ Included on Extension Schedule

to Policy2022 Cond No. 121-121-010461-185R

Sales Office & No.

End. Serial No. 9

#### Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 34 of 45

## INCLUSION OF CONTRACTUAL LIABILITY ARISING FROM ALL CONTRACTS OF THE TYPE DESCRIBED

It is agreed that, subject to all the provisions of the endorsement entitled Contractual Liability Coverage Endorsement, such insurance as is or can be afforded under said endorsement, applies to liability assumed under the indemnity or hold-harmless provisions of each contract of the type herein described; provided however, the insurance afforded by this endorsement and said Contractual Liability Coverage Endorsement shall be limited in scope to the assumed liability stated below.

Type of Contract - All written contracts entered into by the insured which are in furtherance of the insured's business, except contracts as defined in Condition 3 (a) of the policy.

Scope of The Assumed Liability: To indemnify and save harmless the indemnitee with respect to the liability imposed upon said indemnitee by law, but only to the extent that such liability arises: 1) solely from operations of the named insured, or 2) from the joint operations of the named insured and the indemnitee, or 3) solely from the operations of the indemnitee; provided such operations are in connection with the subject matter of the named insured's contract with the indemnitee.

It is agreed that the Schedule of the Contractual Liability Coverage Endorsement is amended to include the following:

#### SCHEDULE

Coverages Limits of Liability Y Contractual Bodily Injury Liability each person See Extension each accident \$ Z Contractual Property Damage Liability \$ Schedule cach accident aggregate

Description of Operations-Classification	Code No.	Premium Basis		ites	Advance Premiums		
			Coverage Y	Coverage Z	Coverage Y	Coverage \$	
See Extension Schedule A	ttached						
				Premium Premium	8		

Premium \$ Included on declarations

Issued

IP1-121-010461-185R

hand L. Farwell PRESIDENT

LIBERTY MUTUAL INSURANCE COMPANY

ECRETARY

Countersigned by.

AUTHORIZED REPRESENTATIVE

Effective Date Expiration Date

Audit Basis For attachment to Policy No.

Issued to

Sales Office and No.

End. Serial No. 8

(1 of 2)

## Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 35 of 45

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CONTRACTIVI		LIMITS OF		RATES PER \$100			
CONTRACTUAL	NAME OF INDEMNITEE	Coverage Y	Coverage Z	CODE			ACT CO
LOCATION OF PROJECT	DATE OF CONTRACT	1. Each Person 2. Each Accident	1. Each Accident 2. Aggregate	No.	COVERAG	εY	Cover
				First	\$	500	,000
				Next	\$	500	,000
				Over	\$1	,000	,000
		1. 500,000	1. 2,500,000 2. 2,500,000			1	
Pennsylvania.	June 1, 1917			0554			
6 East 46th St. w York, N. Y.	Not Stated	Flat Charge		0521			
rginia	Not Stated			0553	-		
California	Not Stated			0553			
Policy No. 191-121-010461	-185R	(2 o		Att.	to En	a. #	#8

Extension Schedule - Contractual Liability Coverage Endorsement

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#### AMENDATORY ENDORSEMENT-CONTRACTUAL LIABILITY COVERAGE

It is agreed that the Contractual Liability Coverage Endorsement 210L, is amended as follows:

- 1. The following exclusions are added to said endorsement:
  - k. under Coverage Z, to injury to or destruction of any property arising out of (1) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due to (a) grading of land, excavation, including borrowing, filling or back-filling in connection therewith, or to tunneling, pile driving, coffer-dam work or caisson work, or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; provided, however, this exclusion does not apply with respect to operations performed for the named insured by independent contractors or to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, and provided further that part (1) or part (2) of this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to such part of this exclusion:
  - 1. under Coverage Z, to injury to or destruction of wires, conduits, pipes mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating or drilling or to injury to or destruction of property at any time resulting therefrom; providing, however, this exclusion does not apply with respect to operations performed for the named insured by independent contractors, to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, or to operations stated, in the declarations or in the company's manual as not subject to this exclusion.

PRESIDENT

AUTHORIZED REPRESENTATIVE

LIBERTY MUTUAL INSURANCE COMPANY

Work Count

Issued to

Premium \$

Audit Basis For attachment to Policy account No.

Effective Date Expiration Date

Countersigned by

Sales Office & No.

IP1-121-010461-185R

End. Serial No.

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### Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 37 of 45

## CONTRACTUAL LIABILITY COVERAGE ENDORSEMENT

The company agrees with the named insured, in consideration of the payment of the premium and in reliance upon the statements in the declarations and in the schedule below and subject to the limits of liability, exclusions, conditions and other terms of this endorsement:

#### INSURING AGREEMENTS

#### Coverage Y -- Contractual Bodily Injury Liability I.

To pay on behalf of the insured all sums which the insured, by reason of the liability assumed by him under any written contract designated in the schedule below, shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident.

#### Coverage Z -- Contractual Property Damage Liability

To pay on behalf of the insured all sums which the insured, by reason of the liability assumed by him under any written contract designated in the schedule below, shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident.

- II. Defense, Settlement, Supplementary Payments. The provisions of Insuring Agreement II of the policy. other than paragraph (b) (3) thereof, are applicable to the insurance afforded under this endorsement. With respect to such injury, sickness, disease or destruction as is covered by the terms of this endorsement, the company also shall defend an arbitration proceeding wherein an indemnitee under a written contract designated in the schedule below seeks damages against the insured on account thereof, and wherein the company is entitled to exercise the insured's rights in the choice of arbitrators and in the conduct of such arbitration proceedings.
- 111. Definition of Insured. The provisions of Insuring Agreement III of the policy are applicable to the insurance afforded under this endorsement.
- IV. Endorsement Period, Territory. This endorsement applies only to accidents which occur on and after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada.

#### EXCLUSIONS

This endorsement does not apply:

- (a) to liability for any warranty of goods or products;
- (b) to damages awarded in arbitration other than an arbitration proceeding as described in Insuring Agreement II of this endorsement but this exclusion shall not apply as respects a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement or elevator or escalator maintenance agreement;
- (c) to any obligation for which the insured may be held liable in an action on a contract by a person not a party thereto;
- (d) if the insured or indemnitee is an architect, engineer or surveyor, to injury, sickness, disease, death or destruction arising out of defects in maps, plans, designs or specifications, prepared, acquired or used by the insured or indemnitee;
- (e) to injury, sickness, disease, death or destruction due to war, whether or not declared, civil war, insurrection. rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (f) to liability imposed upon any indemnitee, as a person or organization engaged in the business of manufacturing. selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage;
- (g) under coverage Y, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) under coverage Z, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this endorsement, property used by or in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control;
- (i) under coverage Z, to injury to or destruction of any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises;

210L Form A & G 498 I.P LS LT LU (Rev. 6-1-62) Page 1 of 3 ---

(Continued on page 2)

Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 38 of 45

CONTRACTUAL LIABILITY COVERAGE ENDORSEMENT (Continued)

### SCHEDULE

### Coverages

Contractual Bodily Injury Liability Y

; ;

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z Contractual Property Damage Liability \$ 2,500,000 each accident \$ 2,500,000 aggregate

\$

Limits of Liability

\$ 2,500,000 each accident

500,000 each person

		NAME OF INDEMNITEE AND	RATES		ADVANCE PREMIUMS			
DESIGNATION OF CONTRACTS	Cope	IO. (a) Number Leaured	COVERACE Y	COVERAGE Z	Coverage Y	Coverage Z		
CLASSIFICATION N	No.		(a) Per Con (b) Per \$10		316	336		
		See Inclusion of Contr from All Contracts of	1	-	_			

This endorsement is subject to the Nuclear Energy Liability Exclusion (Broad Form) forming a part of the policy.

LIBERTY MUTUAL INSURANCE COMPANY

Janb L. Jawell PRESIDENT SECRETARY

AUTHORIZED REPRESENTATIVE

Countersigned by.

210L A & G 498 Issued (Rev. 6-1-62) -----

to Policy No. LP1-121-010461-185R

Premium \$

Issued to

Effective Date Expiration Date Audit Basis For attachment

> Endorsement Serial No. 6

## LIMITS OF LIABILITY - ELEVATORS (Interpretive Endorsement)

It is agreed that such insurance as is afforded by the policy with respect to the ownership, maintenance or use of elevators applies subject to the following provisions:

- 1. The limits of liability stated in the declarations as applicable to "each person" and "each accident" apply separately to each elevator.
- 2. The word "elevator" means any hoisting or lowering device to connect floors or landings at the premises, unless the named insured owns, rents or controls only a part of the building and does not operate, maintain or control the elevator, whether or not such device is in and does not operate, maintain of control the elevator, whence of not such device is in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery. "Elevator" does not include a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property, or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.

LIBERTY MUTUAL INSURANCE COMPANY

And L. Facurele President PRESIDENT

Effective Date Expiration Date Audit Basis For attachment to Policy No. IP1-121-010461-185R

Issued to

SECRETARY

AUTHORIZED REPRESENTATIVE

214L LP LS (8-1-57) Ľ

Issued

Countersigned by... Sales Office and No.

End. Serial No. 5

#### Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 40 of 45

# AMENDMENT OF "ALCOHOLIC BEVERAGES" EXCLUSION NEW JERSEY - PENNSYLVANIA

#### It is agreed that:

- 1. The policy does not apply under any Liability Coverage to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage (1) in violation of any statute, ordinance or regulation, (2) to a minor, (3) to a person under the influence of alcohol, or (4) which causes or contributes to the intoxica-tion of any person; and under any Medical Payments Coverage, to any expense resulting from such selling, serving or giving of any alcoholic beverage.
- 2. The exclusion in the policy relating to the sale, gift, distribution or use of any alcoholic beverage is amended accordingly.

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farwel

PRESIDENT

ULAU Secretary

End. Serial No.

Effective Date Expiration Date

For attachment to Policy No. LP1-121-010461-185R

Issued to

Countersigned h AUTHORIZED REPRESENTATIVE

410L Form G735a Issued LO LP LS LT LU ----

Sales Office and No.

ST. PIERRE (HBI) -124

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Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Case 24-32428-KLP Desc Exhibit(s) 33 Page 41 of 45

# LIMITATION OF INSURANCE - NEW YORK REGISTERED MOTOR VEHICLES

It is agreed that:

2 1 L

- 1. In the exclusion of the policy pertaining to automobile accidents away from premises, the word "automobiles" means any automobile as defined in the policy and also includes, while in locomotion upon a public highway, any other motor vehicle subject to New York motor vehicle registration if the accident arises out of such locomotion.
- 2. Regardless of whether the accident occurs on or away from premises, the policy does not apply to the ownership, maintenance, operation, use, loading or unloading of any asphalt or tar spreader, concrete mixer, road grader, oiler, roller, scraper, combination dirt mover and scraper unit, or railroad, dock or industrial truck, registered in New York as a motor vehicle, but this exclusion does not apply to such insurance as is afforded by the policy with respect to (a) operations performed for the named insured by independent contractors or (b) liability assumed by the insured under a contract or agreement. An industrial truck is any specially constructed truck or tractor unit, usually a low four-wheel gas or electric truck, designed for use principally on the insured's premises.
- 3. When used as a premium basis, the word "remuneration" shall not include any remuneration of the driver of any equipment described above.

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. 1P1-121-010461-185R

Issued

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

INSURANCE CI Inank L. Jan Bu SECRETARY

End. Serial No.

Countersigned THORIZED REPRESENTATE

(4-1-60)

Sales Office and No.

ST. PIERRE (HBI) -125

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# P Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 42 of 45

#### AMENDATORY ENDORSEMENT

#### (Independent Contractors)

It is agreed that with respect to operations performed by independent contractors, the policy does not apply to the ownership, maintenance, operation, use, loading or unloading, of automobiles while away from the premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, so long as the named insured has other valid and collectible insurance against such hazard.

LIBERTY MUTUAL INSURANCE COMPANY

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PRESIDENT

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SECRETARY

Countersigned by\_\_\_\_\_

AUTHORIZED REPRESENTATIVE

67L LP LT LU Issued

LP1-121-010461-185R

Effective Date Expiration Date Audit Basis For attachment to Policy No.

Issued to

Sales Office and No.

End. Serial No. 2

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#### Amendatory Endorsement

It is agreed that Item 1, Named Insured, is amended to include for the second but only with respect to Real Estate Management for Hopeman Brothers, Inc.

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farwell PRESIDENT

AUTHORIZED REPRESENTATIVE

Work Count

Issued to

Premium \$

Effective Date

Expiration Date Audit Basis For attachment to Policy **scenet** No.

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Countersigned by .....

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Sales Office & No.

End. Serial No. 1

Issued

IP1-121-010461-185R

## "nuclear facility" means

(a) any nuclear reactor,

- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No.

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

SECRETARY

Countersigned by.

AUTHORIZED REPRESENTATIVE

Endorsement Serial No.

Issued

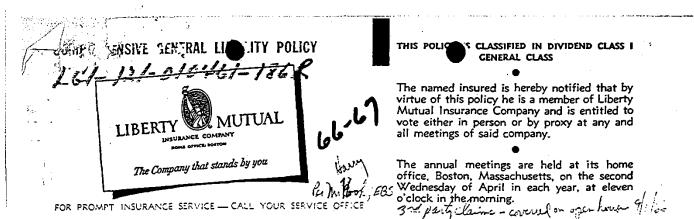
2234 MB A&G 661A 10-1-59 Page 2 PRIMY 40

Case 24-32428-KLP Doc 86-33 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 33 Page 45 of 45 TERSIGNATURE OF RESIDENT AGENT COL The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides. 121-121-010461-1858 Policy Number: Name of Policyholder: Address: Countersigned by nt Agent of Liberty Mutual Insurance Company) PENNSYLVANIA Sales Office (State) 1710 The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides. Policy Number: 121-121-010461-1857 Name of Policyholder: Address: Countersigned by (Resident Agent of Liberty Mutual Insurance VIRGINIA Sales Office (State) 1710 ţ r, CHANGE OF FACSIMILE SIGNATURE The facsimile signature of Bruce E. Boorman is hereby substituted for the facsimile signature of George A. Potter wherever it may appear in this policy or in any endorsement issued to form a part hereof. LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY Duce E. Doo Janb L. SECRETARY PRESIDENT 2261 TENTES IR

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(A mutual insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

#### INSURING AGREEMENTS

I Coverage A — BODILY INJURY LIABILITY To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident. Coverage B — PROPERTY DAMAGE LIABILITY

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident.

- II DEFENSE, SETTLEMENT, SUPPLEMENTARY PAY-MENTS With respect to such insurance as is afforded by this policy, the company shall:
  - (a) defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
  - (b) (1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
    - (2) pay all expenses incurred by the company, all costs

#### This policy does not apply:

### EXCLUSIONS

Canada.

- (a) to liability assumed by the insured under any contract or agreement except (1) a contract as defined herein or (2) as respects the insurance which is afforded for the Products Hazard as defined, a warranty of goods or products;
- (b) to any obligation for which the insured may be held liable in an action on a contract or an agreement by a person not a party thereto;
- (c) except with respect to operations performed by independent contractors and except with respect to liability assumed by the insured under a contract as defined herein, to the ownership, maintenance, operation, use, loading or unloading of (1) watercraft if the accident occurs away from premises owned by, rented to or controlled by the named insured, except insofar as this part of this exclusion is stated in the declarations to be inapplicable, (2) automobiles if the accident occurs away from such premises or the ways immediately adjoining, or (3) aircraft;
- (d) to injury, sickness, disease, death or destruction due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under any contract or agreement or (2) expenses under Insuring Agreement II (b) (3);

taxed against the insured in any such suit and all interest accruing after entry of judgment until the

company has paid or tendered or deposited in court

such part of such judgment as does not exceed the

mediate medical and surgical relief to others as shall

other than loss of earnings, incurred at the company's

(3) pay expenses incurred by the insured for such im-

(4) reimburse the insured for all reasonable expenses,

limit of the company's liability thereon;

be imperative at the time of the accident;

and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the ap-

DEFINITION OF INSURED The unqualified word "in-

sured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting

within the scope of his duties as such, and any organization

or proprietor with respect to real estate management for the

named insured. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such.

POLICY PERIOD, TERRITORY This policy applies only

to accidents which occur during the policy period within the

United States of America, its territories or possessions, or

request:

plicable limit of liability of this policy.

- (c) to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage;
- (f) under coverage A, to any obligation for which the msured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (g) under coverage A, except with respect to liability 2s-



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sumed by the insured under a contract as defined herein, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of his employment by the insured;

- (h) under coverage B, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this policy, property used by the insured, or (3) except with respect to liability under such sidetrack agreements or the use of elevators or escalators at premises owned by, rented to or controlled by the named insured, property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control, or (4) any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises;
- (i) under coverage B, to injury to or destruction of buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or airconditioning systems, standpipes for firehose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but this exclusion does not apply to loss due to fire, to the use of elevators or escalators or to operations performed by independent contractors;
- (j) under coverage B, to injury to or destruction of any property arising out of (1) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to grading of land, excavation, borrowing, filling, back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors or to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, and provided further that part (1) or part (2) of this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to such part of this exclusion;
- (k) under coverage B, to injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors, to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, or to operations stated, in the declarations or in the company's manual, as not subject to this exclusion.

## CONDITIONS

**PREMIUM** The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

When used as a premium basis:

- the word "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- (2) the word "cost" means the total cost to (a) the named insured with respect to operations performed for the named insured during the policy period by independent

contractors, or (b) any indemnitee with respect to any contract covered by this policy, of all work let or sublet in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

- (3) the word "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- (4) the word "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

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(5) the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

- INSPECTION AND AUDIT The company shall be per-2 inspect to inspect the insured premises, operations and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.
- DEFINITIONS (a) Contract The word "contract" 3 means, if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement.

(b) Automobile The word "automobile" means a land motor vehicle, trailer or semitrailer, provided:

- (1) the following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise: if of the crawlertype, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in-transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified in (2) below, which is designed for use principally off public roads.
- (2) The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane, or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.
- (c) Products Hazard The term "products hazard" means
- (1) goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of the declarations excludes any part of the foregoing; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property,

other than such container, rented to or located for use of others but not sold:

- (2) operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be
- deemed to be "operations" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) operations for which the classification stated in division I of the declarations specifically includes completed operations.

(d) Assault and Battery Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

LIMITS OF LIABILITY --- Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of such lia-bility stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident.

LIMITS OF LIABILITY - Products Subject to the limit of liability with respect to "each accident", the limits of D bodily injury liability and property damage liability stated in the declarations as "aggregate products" are respectively the total limits of the company's liability for all damages arising out of the products hazard. All such damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under his name shall be considered as arising out of one accident.

LIMITS OF LIABILITY -- Coverage B The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate operations" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by the ownership, maintenance or use of premises

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or operations rated on a remuneration premium basis or by contractors' equipment rated on a receipts premium basis.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate protective" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by operations performed for the named insured by independent contractors or general supervision thereof by the named insured, except (a) maintenance and repairs at premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate contractual" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, with respect to liability assumed by the insured under contracts covered by this policy in connection with operations for which there is an "aggregate operations" limit of property damage liability stated in the declarations.

The limits of property damage liability stated in the declarations as "aggregate operations", "aggregate protective" and "aggregate contractual" apply separately to each project with respect to operations being performed away from premises owned by or rented to the named insured.

- 7 SEVERABILITY OF INTERESTS The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.
- 8 NOTICE OF ACCIDENT When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.
  - NOTICE OF CLAIM OR SUIT If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- LO ASSISTANCE AND COOPERATION OF THE IN-SURED The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.
- **ACTION AGAINST COMPANY** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

**OTHER INSURANCE** If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

SUBROGATION In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

**CHANGES** Notice to any agent or knowledge possessed by **14** any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facismile signatures, countersigned by a duly authorized representative of the company.

ASSIGNMENT Assignment of interest under this policy 11 shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancelation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancelation of this policy.

**CANCELATION** This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancelation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

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**DECLARATIONS** By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

MUTUAL POLIC. CONDITIONS This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends, so fixed and determined.  $\sum_{i=1}^{n}$ 

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Buca E. Doo SECRETARY

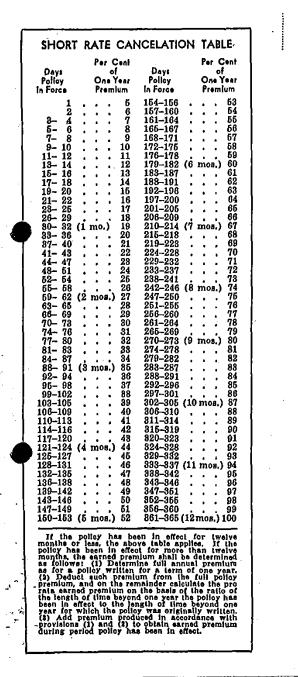
Trank L. Farwell PRESIDENT

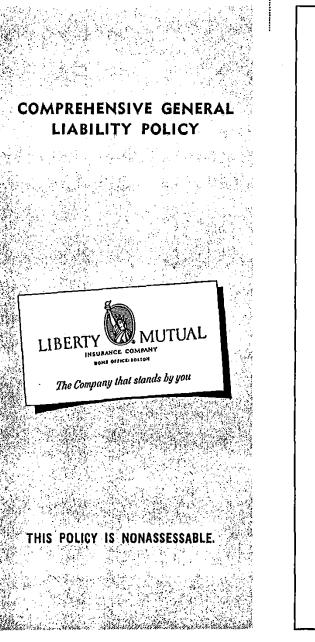
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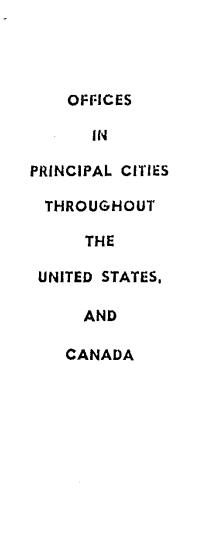
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DECLARATIONS	LIB		C prehens TUAL	ive General Liability Po
		BOME OFFICE BORTON		· · · · · · · · · · · · · · · · · · ·
POLICY NO. LP1-121-010461-186R	TD 33	SALES OFFICE New York	CODE SALESMAN 202 Ruppel	CODE N/R LST YE CODE THIS POI 7377 2 37
Item 1. Named Insured	Hopeman Brothers	Inc. and		
Address No. Street Town	or City Fortal Zone No. State	New York 17, N.	Y.	
Individual Business of the named insu		🔀 Corporat	ion 🛛 –	(other)
	Mo. Day	Year		Year GT ein.
Item 3. The insurance aff premium charge of	orded is only with respect	to such and so many he company's liability	of the following coverag	es as are indicated by spe rage shall be as stated her
	RAGES		OF LIABILITY	Deposit XALXXAAXX8: PREMIUM
A - BODILY INJU	<b>- - -</b>	\$ 100,000 \$ 300,000 \$ 300,000	cach person cach accident aggregate products	S CONTRACTOR
B PROPERTY D	AMAGE LIABILITY	s 100,000 s 100,000 s 100,000 s 100,000 s 100,000 s 100,000	each accident aggregate protective aggregate protective aggregate products aggregate contractual	\$
Contractual Liab	ility Endorsements	210L and 331L Total Deposit P. Premium Discour		
			++ PREMIUM	9
MINIMUM PREM		Discounted Depos		
—	IUM this policy is payable \$ on second anniversary.	Discounted Depos in advar		on first anniversary and
The premium for	this policy is payable \$	in advar		on first anniversary and
The premium for \$ Audit Basis: At Expiration	this policy is payable \$ on second anniversary. Annual Semi-Annual	in advar		on first anniversary and
The premium for Audit Basis: At Expiration Item 4. The declarations are co The rating classification of this policy, but (a) part (1) of exclusin symbol x alone or (b) part (2) of exclusin symbol x alone or (c) exclusion (k) does	this policy is payable \$ on second anniversary. Annual Semi-Annual properties on attached schedules ons under the Description of in (j) does not apply to oper- in combination with any other on (j) does not apply to operat in combination with any other	in advar Quarteriy Mo designated Hazards in said schedules ations under any classificatio symbols, tions under any classificatio symbols, or	Pages 1 thro or any endorsements do not r ion shown in this policy unless a shown in this policy unless	nigh 9 nodify the exclusions or other u i its code number is followed by its code aumber is followed by
The premium for \$ Audit Basis: At Expiration Item 4. The declarations are co The rating classification of this policy, but (a) part (1) of exclusin symbol x alone or (b) part (2) of exclusin symbol x alone or in (c) exclusion (k) does alone or in combina- Location of all premises or	this policy is payable \$ on second anniversary. Annual Semi-Annual ompleted on attached schedules as under the Description of in combination with any other on (j) does not apply to operation of (j) does not apply to operation of (j) does not apply to operations under out apply to operations under	in advar Quarterly Mc designated Hazards in said schedules ations under any classificat symbols, tions under any classificatio symbols, or any classification shown in any classification shown in amed insured	Pages 1 thro or any endorsements do not r ion shown in this policy unless a shown in this policy unless	nodify the exclusions or other to its code number is followed by its code number is followed by number is followed by the symbol Pare occupied by
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The premium for \$ Audit Basis: At Expiration [] Item 4. The declarations are co The rating classificatio of this policy, but (a) part (x) of exclusin symbol x alone or (b) part (z) of exclusin symbol x alone or (c) exclusion (k) does alone or in combinat Location of all premises on (Enter "same") See Extense Item 5. The schedules dist	this policy is payable \$ on second anniversary. Annual Semi-Annual mpleted on attached schedules ms under the Description of in (j) does not apply to opera- in combination with any other on (j) does not apply to opera- in combination with any other ation with any other symbols. wheel, rented or controlled by n if same lossion as above address) SION Schedules sclose all hazards insured n:	in advar Quarteriy Mo designated Hazards in said schedules ations under any classification symbols, or any classification shown in amed insured (Eater) hereunder known to o	exist at the effective dat	nodify the exclusions or other to its code number is followed by its code number is followed by number is followed by the symbol Pare occupied by

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Divisions	RATING CLASSIFICATIONS	CODE N
Division 1- Premises	Buildings or Premises	129
Division 1- Operations	Boat or Ship Building	24644
	Sash, Door or Assembled Millwork Mfg.	24641
	Fireproof Equipment Mfg.	2457
	Contractors	3759
	Carpentry N.O.C.	3457
-	Furniture or Fixtures Installation in Offices or Stores	5146
	Carpentry	5437
Division 2- Slevators	Office or Bank Building Elevators in buildings occupied above grade floor by the insured exclusively	033
Division 4- Products	Completed Operations: Carpentry Construction	1203
Contractual	Construction Agreements - indemnification of owners Intermediate form contracts	0554
	Limited form contracts	0553
	Contractual Liability-N.O.C.	0521

Description of Harands 6.2.2.2.2 

GPO 2124

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# Premium Summary Schedule

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NO.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES			
1	OPERATIONS			
2	ELEVATORS			
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS Completed Operations			
	CONTRACTUAL         OCCURRENCE       9946         OCCURRENCE       9946         PERSONAL INJURY DIV. 1       9840         PERSONAL INJURY End. 10       9840         DELETION OF CARE       000000000000000000000000000000000000	Cov. Y	Cov.Z	
Policy Issued GPO 2144	to			ge No. 2

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NO.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES			
1	OPERATIONS			
2	ELEVATORS			
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS — Completed Operations			
	CONTRACTUAL	Cov.Y	Cov.Z	
	OCCURRENCE PERSONAL INJURY DIV. 1 PERSONAL INJURY END. #10			
	DELETION OF CARE CUSTODY AND CONTROL			
	MALFRACTICE			
	TOTAL DEPOSIT FREMIUM PREMIUM DISCOUNT			الذيريين المدين
	Discounted Deposit TOTAL/ADDANCE PREMIUM			
Policy Issued		<u> </u>	<u> </u>	Page N

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#### Item 4. Declarations - Schedule. ADVANCE PREMIUMS RATES PREMIUM BASES Tzer, DESCRIPTION OF HAZARDS (a) PER \$100 REMOVERATED (b) PER 100 SG. FT. OF AREA (c) PER LINEAR FT. OF FRONTACE (d) PER UNIT (c) COVERAGE A | COVERAGE B COVERAGE A COVERACE B MO 311 CO 312 X OL & T 313 X MO 331 CO 332 X OL & T 355 Y (a) REMUMERATION CODE (c) FRONTAGE (б) Юл DIVISION 1 - PREMISES - COPERSTORNE (5) ABEA (c) No. (ъ) 152 E. 46th St. 01 129 New York, N.Y. (a) Greater New York (Excluding the Borough of Richmond and Governors Island) Division 1-Operations 154-156 E. 46th St. 1 New York, N.Y. 2457 If any 2464A If any 2464B If any 3457 If any 3759 94,500 5146 If any 5437 If any New York State Remainder 2 2457 If any 2464A If any 2464B If any 3457 If any 3759 If any 5146 If any 5437 If any Page No. 4 Policy No. LP1-121-010461-186R . GPO 2127 R2

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Item 4. Declarations - Schedule.

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DESCRIPTION OF HAZARDS	Tma.	PREM	IOM BASES			COVERACE B	COVERACE		COVERA	 G7 F
DIVISION 1 — PREMISES — OPERATIONS	Code No.	(a) REMUNERATION (b) Area (c)	(c) - FRONTAGE	(d) NO.	(a) Pra \$100 F (b) Pra 100 Sc (c) Pra Liszaa (d) Pra Usir (e)	EMUNELATION FT. OF AREA FT. OF FRONTAGE	MO CO OL & T		MO CO OL & T	-
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	3759	If any								ļ
	5437									
•		State o	f Califo	nia						
• •	2457	If any							•	1
	2464A	If any								
	2464в	If any					ļ			
	3457	If any		ł						
	3759	If any								
	5146	If any								
	5437				TAR A					ĺ
		State o	f Georgia	2						
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Policy No. LP1-121-010 GP0 2127 R2	461-186		'	<u>.                                    </u>	·	· /	Page	e No.	5	
GPO 2127 R2						<b>.</b>				
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Item 4. Declarations - Schedule. ADVANCE PREMIUMS RATES PREMIUM BASES DESCRIPTION OF HAZARDS TELL COVERAGE A COVERAGE B COVERAGE A COVERACE B (a) PER \$100 REMOVERATION (b) PER 100 So. Fr. of ARA (c) PER LINEAR FT. OF FRONTACE (d) PER UNIT (c) MO 311 CO 312 X OL & T 313 MO 131 CO 132 X OL & T 333 (а) **Веноре**ал (b) Аака (e) Code No. (e) FRONTAGE (d) NO. DIVISION 1 - PREMISES - OPERATIONS State of Louisiana 3457 If any 3759 5437 If any State of Maryland 2457 If any 2464A If any 2464B If any 3457 If any 3759 If any 5146 If any 5437 If any State of Massachusetts Mass. 3759 If any 5437 If any 6 Policy No. LP1-121-010461-186R Page No. GPO 2127 R2

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Item 4. Declarations --- Schedule.

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DESCRIPTION OF HAZARDS	TEL.	Реем	WM BASES		COVERACE A	Our N	COVERACE		COVERA	cz B
DIVISION 1 — PREMISES — OPERATIONS	Cobr No.	(а) <b>Remuneration</b> (b) Алеа (c)	(e) FRONTAGE	(d) NO.	(a) Pra \$100 Ra (b) Pra 100 So. (c) Pra Linzar I (d) Pra Unit (e)	NUMERATION FT. OF AREA T. OF FRONTACE	M0 3 C0 3 OL & T 3		MO CO OL # 1	331 132 7 333
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	1	Divisio	n 1-Oper	etion	s-Annual					
					Deposit					
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Policy No. LP1-121-01046	1-186R	·			· · _ · _ ·		Page	No.		

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# SCHEDULE OF RATES AND PREMIUMS

PREMIUM BASES: DIVISION I (Operations-Premises) (a) Pra \$100 Reards (b) Pra 100 So. Fr. (c) Pra Lores Fr. o (d) Pra Untr (e)	eration dy Area 9 Frontac		11 331 DIVISIO 12 332 DIVISIO 13 333 DIVISIO	N J (Structural Al	Contractors) terations) ) Each \$1000 o	Each \$100 of Cost of Sales (b) Per \$1000	B.I. P.J X315 X 33 317 33 ReceiptsX310 X 33 316 3
LOCATIONS - DIVISION OF HAZARDS	Terr.	Curr.	Premium Base	Rai		Pre	miums
CLASSIFICATIONS		Code	(see above)	Cov. A	Cerr.B	<u>Cov. A</u>	Cov. B
Division 2-Elevators 154-156 E. 46th St. New York, N.Y.	1	033	One				
Division 4-Products California		1203	b)				
New York State		1203					
Iouisiana		1203					
All Other States		1203					
Coverage A: Coverage B:		Divis	ion 4-Annual Deposit				
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······	]				REMIUM		

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## SCHEDULE OF RATES AND PREMIUMS

PREMIUM BASES: DIVISION I (Operations-Premises) (a) Pas \$100 Rx100922 (b) Pas 100 So. Fr. or (c) Pas Listens Fr. or (d) Pas Ustr (e)	атюя Аяка Гаритас			3 (Structural Alterations	(1000 of Sales (b) Per \$1000 Rec	B.I. P. 315 1 317 3 117 3 110 1 316 1
LOCATIONS - DIVISION OF HAZARDS		Case.	Promium Base	Rates	Premiu	
CLASSIFICATIONS	Terr.	Cede	(see above)	Cov. A Cov.	B Cov. A	Cov. B
Miscellaneous						
Deletion of CCC		776		Annual Deposit		
Occurrence						
1% of Bodily Injury Premium		9946		Annual Deposit		
5% of Property Damage Premium		9946		Annual Deposit		
Personal Injury End. No. 10		9840		Annual Deposit		
Personal Injury End. No. 11 10% of Division 1 Premium		9840	· · · ·	Annual Deposit		
Malpractice		332		Flat Charge	Cov. Y	
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				PREMIU		· · · · · · · · · · · · · · · · · · ·

Policy No. LP1-121-010461-186R

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Page No. \_\_\_\_9\_\_\_

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# PREMIUM DISCOUNT ENDORSEMENT

#### (Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

- 1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
- 2. The following elements of the Total Standard Premium are not subject to discount:
  - (a) Any premium for insurance in the the state of Louisiana;
  - (b) Any premium for Automobile Bodily Injury Liability insurance in the Commonwealth of Massachusetts;
  - (c) Any premium subject to retrospective rating.
- 3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
- 4. The provisions of this endorsement shall not apply to New York premium in the event such premium is less than \$100.
- 5. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
- 6. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS

ESTIMATED STANDARD PREMIUM

LP1-121-010461-206R (Wayne Manufacturing Corporation)

AE1-121-010461-166 (Hopeman Brothers Inc.)

Canada

LP1-121-010461-156 (Hopeman Bros. Inc., etal)



Premium \$

LIBERTY MUTUAL INSURANCE COMPANY

\$

Trank L. Tarwell PRESIDENT

Effective Date Expiration Date Audit Basis For attachment to Policy No. LP1-121-010461-186R

Issued to

SECRETARY

PRESIDENT

Countersigned b AUTHORIZED REPRESENTATIVE

2237 (11-23-59)

Issued

22 Endorsement Serial No.

# Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 18 of 44

### RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Nuclear Energy Endorsement	2234	
Amendatory Endorsement Independent Contractors	67L	No. 2
Contractual Endorsement	210L	No. 6
Amendatory Endorsement	102	No. 7
Contractual Liability Endorsement	331L	No. 8
Interpretation of Notice of Accident Condition	102	No. 12
Amendment of Insuring Agreement I	102	No. 15
Deductible Property Damage Liability	102	No. 17
Policy Period Territory	102	No. 18

#### LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Tarwell PRESIDEN PRESIDENT

Effective Date Expiration Date Audit Basis

For attachment to Policy No. LP1-121-010461-186R

Issued to

Bruce E. Boosman\_

Countersigned 5 AUTRORIZED REPRESENTATIVE

652 Louisiana

Issued

Sales Office and No.

End. Serial No. 21

# Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 19 of 44

#### Watercraft Exclusion

It is agreed that Exclusion (c) Paragraph (l) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

10tua E.

Countersigned by AUTHORIZED Expiration Date

Dua E. Do

Countersigned by\_

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$

12 A. I.

For attachment to Policy or Bond No. LP1-121-010461-186R Issued to

Endorsement Serial No. 20

Work Units 1 ---

Issued

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Sales Office & No.

#### Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 20 of 44

#### Foreign Coverage Endorsement

It is agreed that such insurance as is afforded by the policy also applies with respect to accidents which occur during the policy period elsewhere than within the United States of America, its territories or possessions, or Canada, provided, however, that any claims or suits must be instituted in a court of the United States of America or Canada.

Code	Rates
3759	State of Hire

This endorsement is executed by the company below designated by an entry in the box opposite its name. ☐ LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPANY

lotua E.

Buc & Doorman Jian

Countersigned by

Countersigned by\_ AUTHORIZED REPRESENTATIVE Expiration Date

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis

Premium \$ For attachment to Policy or Bond No. LP1-121-010461-186R Issued to

Endorsement Serial No. 19

Work Units 1 ---

Issued

Sales Office & No.

#### Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Case 24-32428-KLP Desc Exhibit(s) 34 Page 21 of 44

### Policy Period, Territory (Limited to the United States of America)

It is agreed that Insuring Agreement IV of the policy is amended to read:

"Policy Period, Territory. This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions".

This endorsement is executed by the company below designated by an entry in the box opposite its name. ☑ LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPANY

1040 X

Aug & A

Countersigned by

AUTHORIZED REPRESENTATIVE Expiration Date

Countersigned by\_

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$

For attachment to Policy or Bond No. LP1-121-010461-186R Issued to

Issued

Endorsement Serial No. 18

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Work Units\_1-. . . . . .

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#### Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 22 of 44

#### Deductible Property Damage Liability (Limited Form)

It is agreed that exclusion (h) of the policy jacket is amended to read as follows:

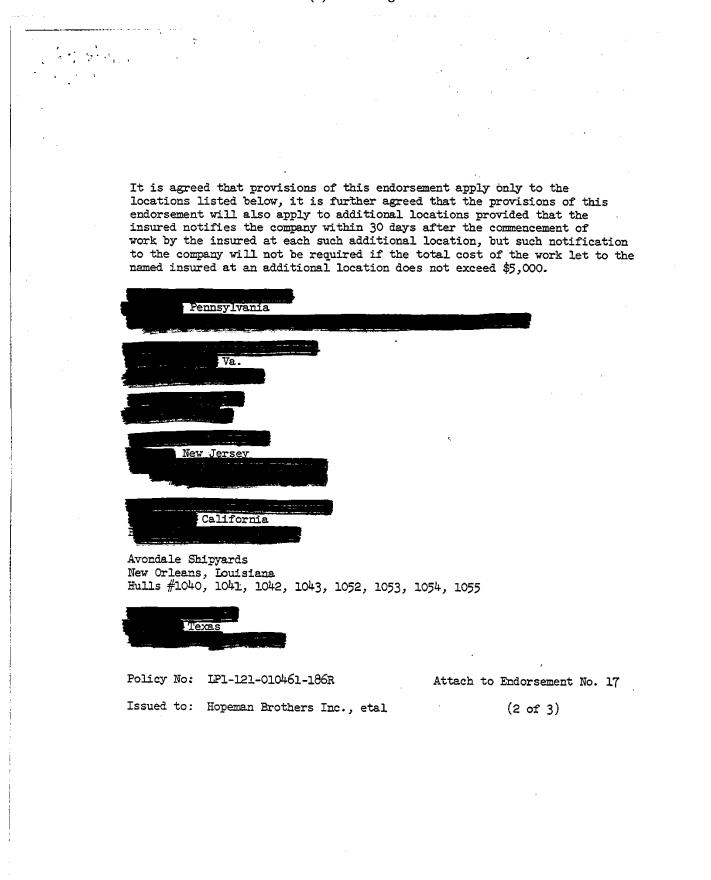
Under Coverage B, to injury to or destruction of (1) property owned or occupied by or rented to the insured or (2) except with respect to liability under sidetrack agreements, property used by the insured, or (3) any goods or products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises.

It is agreed that such insurance as is afforded by this endorsement for property damage liability, designated coverage B of the policy, applies subject to the following provisions:

- 1. \$1,000 will be deducted from the total amount of all sums which the insured shall become obligated to pay by reason of the liability imposed upon him by law for damages on account of each accident, and the company shall be liable only for the difference between such deductible amount and the limit of the company's liability for each accident as stated in Item 3 of the declarations.
- 2. The terms of the policy, including those with respect to notice of accident and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
- 3. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Policy No.:	LP1-121-010461-186R	Attach	to Endorsement	No.	17
Issued to:	Hopeman Brothers, Inc.,	etal	(1 of 3)		

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			P. D.	Rate	<b>1</b> ,	
Deletion of Custody and	Payro. Care Control	<u>LT</u>	<u>Per \$100 c</u>	r Payroll	Prei	<u>nium</u>
776	If a	ц <b>у</b>				

This endorsement is executed by the company below designated by an entry in the box opposite its name.

18tua Z.

Countersigned by, AUTHORIZED REPRESENTA

Bua E. K

Countersigned by

Expiration Date

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis

Premium \$ Included on extension schedule For attachment to Policy or Bond No. LP1-121-010461-186R Issued to

> Endorsement Serial No. 17 (3 of 3)

Work Units 1 -. .

Issued

Sales Office & No.

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#### Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 25 of 44

# EXCLUSION OF ALL HAZARDS IN CONNECTION WITH DESIGNATED LOCATION

It is agreed that the policy does not apply to any hazard at the premises designated below or to any hazard elsewhere which arises from goods or products manufactured at or distributed from such premises, or from operations either on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises.

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Location of premises			· · ·
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LIBERTY MUTUAL INSURANCE COMPANY

hand L. Jaw PRESIDENT

Bua SECRETARY

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. LP1-121-010461-186R

Issued to

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LP

Countersigned by

Sales Office and No.

AUTHORIZED REPRESENTATIVE

End. Serial No. 16

Form G 531 LS LT Issued

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#### AMENDMENT OF INSURING AGREEMENT, I

To place Bodily Injury Liability and Property Damage Liability on an "occurrence" basis

It is agreed that such insurance as is afforded by the Policy for Bodily Injury Liability and for Property Damage Liability applies subject to the following provisons:

1. In Insuring Agreement I, the words "caused by accident" are deleted.

- 2. The word "occurrence" is subsituted for "accident" wherever else it appears, except in the "Defense, Settlement, Supplementary Payments" insuring agreement and "Assistance and Cooperation" condition.
- 3. "Occurrence" means either an accident or a continuous or repeated exposure to conditions which result during the policy period in injury to person or real or tangible property which is accidentally caused. All damage arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.
- 4. Under the Bodily Injury Liability Coverage, injury intentionally inflicted shall be deemed an accident unless committed by or at the direction of the insured. The Property Damage Liability Coverage does not apply to injury or destruction caused intentionally by or at the direction of the insured or of any employee or agent of the insured.

1% of B. I. Premium 3½% of P. D. Premium

This endorsement applies only in the State of Louisiana.

This endorsement is executed by the company below designated by an entry in the box opposite its name. E LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Aua E. Dooman Trank L. Taurell

Buce & Booman Frank L. Tarmell

Countersigned by Effective Date Audit Basis

Countersigned by\_ AUTHORIZED REPRESENTATIVE

Premium \$

For attachment to Policy or Bond No. IP1-121-010461-186R Issued to

Issued

Endorsement Serial No.

15

(257IM) Work Units 1-

Sales Office & No.

#### Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 27 of 44

# AMENDMENT OF PROPERTY DAMAGE LIABILITY COVERAGE - OCCURRENCE

- ------

It is agreed that with respect to such insurance as is afforded by the policy, or any endorsement forming a part thereof, for property damage liability, the word "occurrence" as defined herein is substituted for the word "accident" wherever the latter appears.

"Occurrence" means an accident or a continuous or repeated exposure to conditions which results in injury during the policy period, provided the insured did not intend that such injury would result. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

5% of Property Damage Premium

Minimum Premium

### LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Tarwell PRESENT

Countersigned by,

AUTHORIZED REPRESENTATIVE Endorsement Serial No. 14

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. LP1-121-010461-186R

Issued to

2260 (11-1-63) LP LT LU -

Issued

# Case 24-32428-KLP

# P Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 28 of 44

# AMENDMENT OF BODILY INJURY LIABILITY COVERAGE -- OCCURRENCE

It is agreed that with respect to such insurance as is afforded by the policy, or any endorsement forming a part thereof, for bodily injury liability, the word "occurrence" as defined herein is substituted for the word "accident" wherever the latter appears.

"Occurrence" means an unexpected event or happening or a continuous or repeated exposure to conditions which results during the policy period in bodily injury, sickness or disease, including death at any time resulting therefrom, provided the insured did not intend that injury, sickness, disease or death would result. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

1% of Bodily Injury Premium

Minimum Premium

Premium \$ Included on extension schedule

Effective Date Expiration Date Audit Basis For attachment to Policy No.

Issued to

**2256** (2/11/63)

LP1-121-010461-186R

LIBERTY MUTUAL INSURANCE COMPANY

hand L. Farmer

PRESIDENT

Countersigned b

AUTHORIZED REPRESENTATIVE 13 End. Serial No.

Issued

# Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 29 of 44

#### Interpretation of Notice of Accident Condition

It is agreed that in event of an accident written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 8 indicated on the policy jacket.

#### Amending Condition No. 16

It is agreed that the second sentence of cancellation condition 16 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective."

#### Failure to Disclose Hazards Existing on Effective Date of Policy

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Countersigned by

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Countersigned by\_\_\_\_

Effective Date Audit Basis Premium \$

LP1-121-010461-186R

Expiration Date

For attachment to Policy or Bond No. Issued to

Endorsement Serial No. 12

Work Units 1 -

Issued

Sales Office & No.

#### Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 30 of 44

#### PERSONAL INJURY

Subject to the terms of the policy applicable to Bodily Injury Liability not inconsistent herewith, the company agrees to pay on behalf of the insured all sums which the insured shall become obliged to pay by reason of liability imposed upon him by law for damages, including damages for care and loss of services, because of personal injury other than bodily injury, not intentionally caused by the insured, resulting from false arrest, false imprisonment, detention, assault or assault and battery, slander, or libel, except such slander or libel as results from any edvertising or broadcasting activities of the named insured, malicious prosecution of any person or persons, invasion of privacy, wrongful eviction or wrongful entry provided such personal injury occurs during the policy period.

The limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to one person on any one occasion is \$100,000; the limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to two or more persons on any one occasion is, subject to the above provison respecting one person, \$300,000.

> 10% of Division 1-Premium Annual Minimum

This endorsement is executed by the company below designated by an entry in the box opposite its name. S LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Expiration Date

Buc E. Doorman Frank L.

Countersigned 1 RIZED REPRESENTATIVE

Countersigned by.,

AUTHORIZED REFRESENTATIVE

Effective Date Audit Basis

Premium \$ Included on Extension Schedule For attachment to Policy or Bond No. LP1-121-010461-186R Issued to

Endorsement Serial No. 11

Work Units 1 -

Issued

Sales Office & No.

#### PERSONAL INJURY

Subject to the terms of the policy applicable to Bodily Injury Liability and inconsistent herewith, the company agrees to pay on behalf of the insured all sums which the insured shall become obliged to pay by reason of liability imposed upon him by law for damages, including damages for care and loss of services, because of personal injury other than bodily injury, not intentionally casued by the insured, resulting from (a) false arrest, melicious prosecution, wilful detention or imprisonment and (b) libel, slander, defamation of character and (c) invasion of privacy coverage provided such personal injury occurs during the policy period.

The limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to one person on any one occasion is \$100,000; the limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to two or more persons on any one occasion is, subject to the above provision respecting one person, \$300,000.

It is agreed that the provisions of this endorsement do not apply to:

- (1) injury sustained by any person who is an employee of the named insured at the time of the offense causing the injury,
- (2) all fines and penalties other than punitive or exemplary penalties,
- (3) injury caused by the wilful violation of a penal statute or ordinance
  - committed by or with the knowledge or consent of the insured.
- (4) the basic nuclear energy liability exclusion

It is further agreed that the provisions of this endorsement apply only with respect to Contract with Holmes Electric Protective Company at 156 E. 46th St., New York, N.Y.

Premium Flat Charge

This endorsement is executed by the company below designated by an entry in the box opposite its name. E LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPANY

AUTHORIZED REPRESENT ration Date

Buc & Doorman Thank L. Tam

Countersigned by\_

AUTHORIZED REPARSENTATIVE

Countersigned by Effective Date Audit Basis

Premium \$ Included on Extension Schedule For attachment to Policy or Bond No. LP1-121-010461-186R Issued to

> Endorsement Serial No. 10

Work Units 1 -

Issued

Sales Office & No.

#### Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 32 of 44

#### AMENDATORY ENDORSEMENT

It is agreed that with respect to such insurance as is afforded under Coverage Y, Contractual Bodily Injury Liability, that malpractice, error or mistake in rendering or failing to render medical, surgical, dental X-ray, cosmetic, tonsorial or other professional or sanatory service treatment shall be deemed an accident and that all malpractice, error or mistake in rendering or omission of such services, or treatment to any one person shall be deemed one accident.

It is further agreed that such insurance as is afforded by this endorsement applies only with respect to liability assumed under contracts.

Rate - 10% of Coverage Y Premium

Annual Minimum Premium

This endorsement is executed by the company below designated by an entry in the box opposite its name. LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Trank L. J. Aug E.

Buc & Doomen Jun L. Tac

Countersigned of Effective Date Explantion Date

Countersigned by\_\_

AUTHORIZED REPRESENTATIVE

Audit Basis

Premium \$ Included on Extension Schedule For attachment to Policy or Bond No. LP1-121-010461-186R Issued to

Endorsement Serial No. 9

Work Units 1-

Issued

Sales Office & No.

#### Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 33 of 44

## INCLUSION OF CONTRACTUAL LIABILITY ARISING FROM ALL CONTRACTS OF THE TYPE DESCRIBED

It is agreed that, subject to all the provisions of the endorsement entitled Contractual Liability Coverage Endorsement, such insurance as is or can be afforded under said endorsement, applies to liability assumed under the indemnity or hold-harmless provisions of each contract of the type herein described; provided however, the insurance afforded by this endorse-ment and said Contractual Liability Coverage Endorsement shall be limited in scope to the assumed liability stated below.

Type of Contract — All written contracts entered into by the insured which are in furtherance of the insured's business, except contracts as defined in Condition 3 (a) of the policy.

Scope of The Assumed Liability: To indemnify and save harmless the indemnitee with respect to the liability imposed upon said indemnitee by law, but only to the extent that such liability arises: 1) solely from operations of the named insured, or 2) from the joint operations of the named insured and the indemnitee, or 3) solely from the operations of the indemnitee; provided such operations are in connection with the subject matter of the named insured's contract with the indemnitee.

It is agreed that the Schedule of the Contractual Liability Coverage Endorsement is amended to include the following:

SC	HEDULE		Li	inits of	l Liability
		\$	100	,000	each person
		\$	300	,000	each accident
		\$	100	,000	each accident
		. \$	100	,000	aggregate
Code No.	Premium Basis		are Z		sce Premiums s Y   Coverage Z
			\$ \$ \$ Code He   Premium Resis   Rates	Li \$ 100 \$ 300 \$ 100 \$ 100 \$ 100	Limits of \$ 100,000 \$ 300,000 \$ 100,000 \$ 100,000 \$ 100,000

See Extension Schedule Attache	d	Annual : Deposit	remium Premium	

Premium \$ Included on declarations

Effective Date Expiration Date Audit Basis For attachment to Policy No. LP1-121-010461-186R

Issued to

Issued 

PRESIDENT

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Jau

Secretary

End. Serial No.

(l of 2)

Countersigned by. AUTHORIZED REPRESENTATIVE

Sales Office and No.

ST. PIERRE (HBI) -162

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## Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 34 of 44

### а ст. 1. р. н. э. 1. г.

LIMITS OF LIABILITY Rates Per \$100 CONTRACTUAL NAME OF INDEMNITEE OF CONTRACT COST COVERAGE Y COVERAGE Z CODE AND DATE OF CONTRACT No. COVERAGE Y COVERAGE 1. Each Accident 1. Each Person 2. Each Accident LOCATION OF PROJECT 2. Aggregate First \$ 500,000 \$ 500,000 Next \$1,000,000 Over June 1, 1917 0554 Pa. 156 East 46th St. Flat Charge 0521 New York, N.Y. Not Stated 0553 Virginia Not Stated 0553 Calif. Not Stated Att. to End. No. 8 (2 of 2) Policy No. LP1-121-010461-186R GPO 2563 R1

Extension Schedule - Contractual Liability Coverage Endorsement

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Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 35 of 44

#### AMENDATORY ENDORSEMENT-CONTRACTUAL LIABILITY COVERAGE

It is agreed that the Contractual Liability Coverage Endorsement 210L, is amended as follows:

- 1. The following exclusions are added to said endorsement:
  - k. under Coverage Z, to injury to or destruction of any property arising out of (I) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power trans-mitting equipment, or (2) the collapse of or structural injury to any building or structure due to (a) grading of land, excavation, including borrowing, filling or back-filling in connection therewith, or to tunneling, pile driving, coffer-dam work or caisson work, or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; provided, however, this exclusion does not apply with respect to operations performed for the named insured by independent contractors or to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, and provided further that part (1) or part (2) of this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to such part of this exclusion;
  - 1. under Coverage Z, to injury to or destruction of wires, conduits, pipes, mains, severs or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excevating or drilling or to injury to or destruction of property at any time resulting therefrom; providing, however, this exclusion does not apply with respect to operations performed for the named insured by independent contractors, to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, or to operations stated, in the declarations or in the Company's manual as not subject to this exclusion.

This endorsement is executed by the company below designated by an entry in the box opposite its name. E LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bura & Scorman Frank L. Saunell

Countersigned by. Effective Date

ST 1 1 1

die a AUTHIRIZED REPRESENTATIVE

Countersigned by... AUTHORIZED REPRESENTATIVE

Audit Basis

Premium \$ For attachment to Policy or Bond No. LP1-121-010461-186R Issued to

> Endorsement Serial No. - 7

Work Units 1-

Issued

Sales Office & No.

#### Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 36 of 44

## CONTRACTUAL LIABILITY COVERAGE ENDORSEMENT

The company agrees with the named insured, in consideration of the payment of the premium and in reliance upon the statements in the declarations and in the schedule below and subject to the limits of liability, exclusions, conditions and other terms of this endorsement:

#### INSURING AGREEMENTS

Coverage Y-Contractual Bodily Injury Liability T

> To pay on behalf of the insured all sums which the insured, by reason of the liability assumed by him under any written contract designated in the schedule below, shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident.

#### Coverage Z-Contractual Property Damage Liability

To pay on behalf of the insured all sums which the insured, by reason of the liability assumed by him under any written contract designated in the schedule below, shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident.

- II. Defense, Settlement, Supplementary Payments. The provisions of Insuring Agreement II of the policy, other than paragraph (b) (3) thereof, are applicable to the insurance afforded under this endorsement. With respect to such injury, sickness, disease or destruction as is covered by the terms of this endorsement, the company also shall defend an arbitration proceeding wherein an indemnitee under a written contract designated in the schedule below seeks damages against the insured on account thereof, and wherein the company is entitled to exercise the ir.sured's rights in the choice of arbitrators and in the conduct of such arbitration proceedings.
- 111. Definition of Insured. The provisions of Insuring Agreement III of the policy are applicable to the insurance afforded under this endorsement.
- IV. Endorsement Period, Territory. This endorsement applies only to accidents which occur on and after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada.

#### EXCLUSIONS

This endorsement does not apply:

(a) to liability for any warranty of goods or products;

- (b) to damages awarded in arbitration other than an arbitration proceeding as described in Insuring Agreement II of this endorsement but this exclusion shall not apply as respects a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement or elevator or escalator maintenance agreement;
- (c) to any obligation for which the insured may be held liable in an action on a contract by a person not a party thereto; (d) if the insured or indemnitee is an architect, engineer or surveyor, to injury, sickness, disease, death or destruction arising out of defects in maps, plans, designs or specifications, prepared, acquired or used by the insured or indemnitee :
- (e) to injury, sickness, disease, death or destruction due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (f) to liability imposed upon any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage;
- (g) under coverage Y, to any obligation for which the insured or any carrier as his insurer may be heid liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) under coverage Z, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this endorsement, property used by or in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control:
- (i) under coverage Z, to injury to or destruction of any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises;

210L Form A & G 498 LP LS LT LI (Rev. 6-1-52) Page 1 of 3

(Continued on page 2)

Case 24-32428-KLP

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#### Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 37 of 44

## CONTRACTUAL LIABILITY COVERAGE ENDORSEMENT (Continued)

#### SCHEDULE

Coverages Limits of Lial		Liability		
Y	Contractual Bodily Injury Liability	-	\$ 100,000	each person
	- -		\$ 300,000	each accident
z	Contractual Property Damage Liability		\$ 100,000	each accident
			\$ 100,000	aggregate

	NAME OF INDEMNITEE AND		RATES	ADVANCE PREMIUMS		
DESIGNATION OF CONTRACTS	CODE	DATE OF CONTRACT	COVERAGE Y COVERAGE Z	COVERACE Y	COVERACE	
CLASSIFICATION			(a) Per Contract (b) Per \$100 of Cost	316	336	
		See Inclusion of Contra from All Contracts of th	tual Ligbility A e Type Rescribed	rising Form No. 3311,		

This endorsement is subject to the Nuclear Energy Liability Exclusion (Broad Form) forming a part of the policy.

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell Pressoent

PRESIDENT

Secretary

Countersigned by AUTHORIZED REPRESENTATIV

Endorsement Serial No.

Issued to

Premium \$

Effective Date Expiration Date

Audit Basis For attachment

to Policy No.

210L Form A & G 498 T.P LS LU LT (Rev. 6-1-62) Page 3 of 3

Issued

LP1-121-010461-186R

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## Case 24-32428-KLP

## P Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 38 of 44

## LIMITS OF LIABILITY — ELEVATORS (Interpretive Endorsement)

It is agreed that such insurance as is afforded by the policy with respect to the ownership, maintenance or use of elevators applies subject to the following provisions:

- 1. The limits of liability stated in the declarations as applicable to "each person" and "each accident" apply separately to each elevator.
- 2. The word "elevator" means any hoisting or lowering device to connect floors or landings at the premises, unless the named insured owns, rents or controls only a part of the building and does not operate, maintain or control the elevator, whether or not such device is in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery. "Elevator" does not include a hoist withcut a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property, or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.

LIBERTY MUTUAL INSURANCE COMPANY

Jano L. Tarwell President George G. Potter

Effective Date Expiration Date Audit Basis For attachment to Policy No.

LP1-121-010461-186R

Issued to

214L

LP LS (8-1-57)

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Issued

Countersigned by\_ Sales Office and No.

End. Serial No.

AUTHORIZED REPRESENTATIVE

SECRETAR

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#### Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 39 of 44

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## AMENDMENT OF "ALCOHOLIC BEVERAGES" EXCLUSION NEW JERSEY - PENNSYLVANIA

#### It is agreed that:

- 1. The policy does not apply under any Liability Coverage to liability imposed upon the The policy does not apply under any Liability Coverage to hability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage (1) in violation of any statute, ordinance or regulation, (2) to a minor, (3) to a person under the influence of alcohol, or (4) which causes or contributes to the intoxication of any person; and under any Medical Payments Coverage, to any expense resulting from such selling carries or giving of any alcoholic between a locholic between the selling serving or giving of any expense or giving of any expense or giving of any expense resulting from such selling carries or giving of any alcoholic between a locholic betwee from such selling, serving or giving of any alcoholic beverage.
- 2. The exclusion in the policy relating to the sale, gift, distribution or use of any alcoholic beverage is amended accordingly.

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farwell President

PRESIDENT

SECRETARY

Countersigned by DRIZED REPRESENTATI

410L Form G735a Issued LO LP LS LT LU 

LP1-121-010461-186R

Effective Date

Expiration Date

For attachment to Policy No.

Issued to

Sales Office and No.

End. Serial No.

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## Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 40 of 44

## LIMITATION OF INSURANCE - NEW YORK REGISTERED MOTOR VEHICLES

It is agreed that:

- 1. In the exclusion of the policy pertaining to automobile accidents away from premises, the word "automobiles" means any automobile as defined in the policy and also includes, while in locomotion upon a public highway, any other motor vehicle subject to New York motor vehicle registration if the accident arises out of such locomotion.
- 2. Regardless of whether the accident occurs on or away from premises, the policy does not apply to the ownership, maintenance, operation, use, loading or unloading of any asphalt or tar spreader, concrete mixer, road grader, oiler, roller, scraper, combination dirt mover and scraper unit, or railroad, dock or industrial truck, registered in New York as a motor vehicle, but this exclusion does not apply to such insurance as is afforded by the policy with respect to (a) operations performed for the named insured by independent contractors or (b) liability assumed by the insured under a contract or agreement. An industrial truck is any specially constructed truck or tractor unit, usually 2 low four-wheel gas or electric truck, designed for use principally on the insured's premises.
- 3. When used as a premium basis, the word "remuneration" shall not include any remuneration of the driver of any equipment described above.

LIBERTY MUTUAL INSURANCE COMPANY

Iranto L. Tarwell Pressorer

PRESIDENT

AUTHORIZED REPRESENTATIVE



Premium \$

Effective Date Expiration Date

to Policy No.

Audit Basis For attachment

Issued to

Issued

LP1-121-010461-186R

Countersigned by\_.

Sales Office and No.

End. Serial No.

ST. PIERRE (HBI) -169

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#### Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 41 of 44

### AMENDATORY ENDORSEMENT

(Independent Contractors)

It is agreed that with respect to operations performed by independent contractors, the policy does not apply to the ownership, maintenance, operation, use, loading or unloading, of automobiles while away from the premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, so long as the named insured has other valid and collectible insurance against such hazard.

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farwell Preserver Brun & Boorwan PRESIDENT

Effective Date Expiration Date Audit Basis For attachment to Policy No.

LP1-121-010461-186R

Issued to

Countersigned by AUTHORIZED REPRESENTATIVE

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Issued

Sales Office and No.

2 End. Serial No.

SECRETARY

## Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 42 of 44

Amendatory Endorsement

It is agreed that Item 1, Named Insured, is amended to include **Control** but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name. E LIBERTY MUTUAL INSURANCE COMPANY

1014a E. Countersigned by

Aug E.

Countersigned by.

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$ For attachment to Po Issued to

9, 1

For attachment to Policy or Bond No. LP1-121-010461-186R Issued to

Authorizzo Referentative Expiration Date

Endorsement Serial No. 1

Work Units I -

Issued

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Sales Office & No.

"nuclear facility" means

(a) any nuclear reactor,

. ►i<sup>ρ</sup> ⊨ 3

- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium,
   (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No.

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Jeans L. Jaures Press Jeans, G. Potto PRESIDENT

SECRETARY

Countersigned by

AUTHORIZED REPRESENTATIVE Endorsement Serial No.

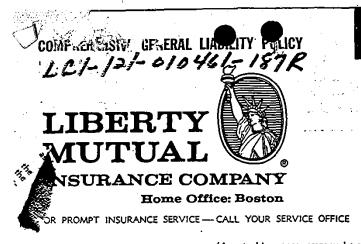
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2234 MB A&G 661A 10-1-59 Page 2  $\Xi$ 

## Case 24-32428-KLP Doc 86-34 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 34 Page 44 of 44

 $\mathcal{L}$ 1. COI "TERSIGNATURE OF RESIDENT / TENT The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides. Policy Number: LP1-121-010461-186R Name of Policyholder: Address: Countersigned by (Resident Agent of Liberty Mutual Insurance Company) <u>Georgia</u> Sales Office. (State) 1710 FORCY INUMBER: ד שד -^T^+^T = T^001/ Name of Policyholder: Address: • Countersigned by. (Resident rty Mutual Insurance Company) Pennsylvania Sales Office. (State) 1710 427.24 42.2

Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 1 of 39



THIS POLICY IS CLASS FIED IN DIVIDEND CLASS I A

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

7-68

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

COVERAGE A-BODILY INJURY LIABILITY

#### COVERAGE B-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A. bodily injury or

Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

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This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured;

(c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured; but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract:

(e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution

- or to any act or condition incident to any of the foregoing, with respect to
- (?) liability assumed by the insured under an incidental contract, or
- (2) expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
  - (1) in violation of any statute, ordinance or regulation,
  - to a minor,
  - (3) to a person under the influence of alcohol, or
  - (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- i) to property damage to
  - (1) property owned or occupied by or rented to the insured,
  - (2) property used by the insured, or
     (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3), of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- i) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- to property damage to the named insured's products arising out of such products or any part of such products;
- (m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof,

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to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's producta or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market (n) or from use because of any known or suspected defect or deficiency therein.

## SUPPLEMENTARY PAYMENTS

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The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's libities thereast judgment which liability thereon;
- (b) premiums on appeal bonds required in any such suit, pre-miums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to poly for a furnich any pub hords. to apply for or furnish any such bonds;
- expenses incurred by the insured for first aid to others at the (c) time of an accident, for bodily injury to which this policy applies;
- reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his (d) attendance at hearings or trials at such request.

## III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- if the named insured is designated in the declarations as an (a) individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organiza-tion so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such:
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured: and
- with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law, (e)
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organ-ization legally responsible for such operation, but only if there is no other valid and collectible insurance avail-able, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
- property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii). (2)



This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

#### LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy (2) persons or organizations who sustain bodily injury or proper damage, or (3) claims made or suits brought on account of bodi injury or property damage, the company's liability is limited follows:

Coverage A—The limit of bodily injury liability stated in declarations as applicable to "each person" is the limit of company's liability for all damages because of bodily injury st tained by one person as the result of any one occurrence; b subject to the above provision respecting "each person", the tot liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence; the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all dam-ages because of (11 all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not ex-ceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence" the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- all property damage arising out of premises or operations rated all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage in-cluded in subparagraph (2) below;
- all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liabil-(2)ity is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include prop-erty damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all badily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### POLICY PERIOD; TERRITORY

This policy applies only to bodily injury or property damage which occurs during the policy period within the policy territory.

#### DEFINITIONS

When used in this policy (including endorsements forming a part hereof) :

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<sup>1</sup> "automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

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"bodily injury" means bodily injury, sickness or disease sustained by any person;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"damages" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not selfpropelled, (1) not subject to motor vehicle registration, or (2), maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-intransit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item I of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with <u>respect</u> thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible' property.

#### CONDITIONS

Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Bremium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, uponnotice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment

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VII

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made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

Insured's Duties in the Event of Occurrence, Claim or Suit

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- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodity injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured's liability, resentative. Banknuptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the imaining insurers then continue to contribute equal shares of the remaining amount of the loss until each insurer has paid its limit in full or the full amount of the loss is paid.

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(b) Contribution by Limits If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

**Cancellation** This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

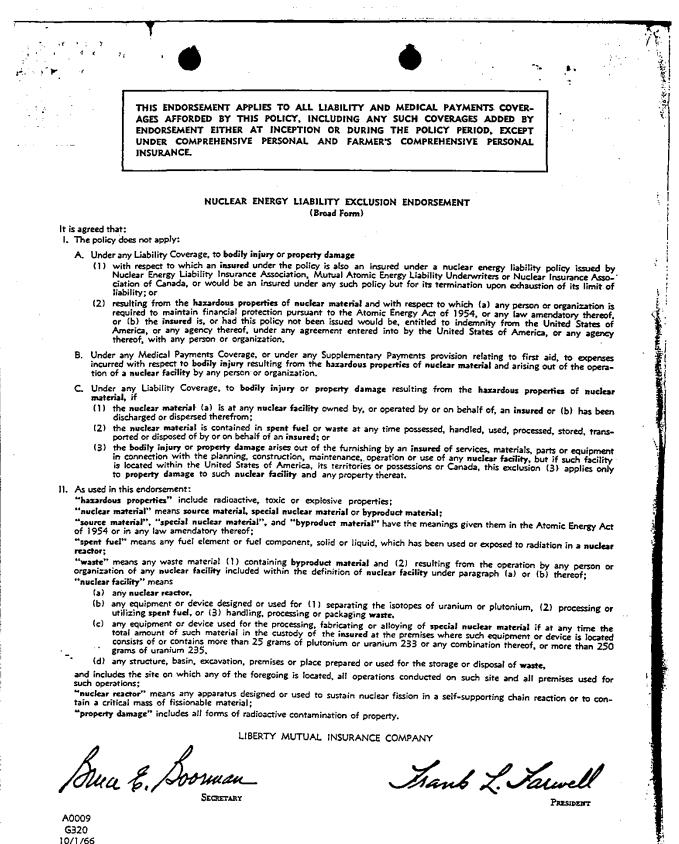
Buc E. Doorman SECRETARY

Trank L. Farwell

PRESIDENT

PAGE 4 (See Page 5)

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SHORT RATE CANCELATION TABLE Per Cent Per Cent Days of Days of Policy One Year Policy One Year		
In Force         Premium         In Force         Premium           1         5         154-156         53           2         6         157-160         54           3-         4         7         161-104         55           5-         6         8         165-167         56           7-         8         9         168-171         57           9-         10         10         172-175         58	COMPREHENSIVE GENERAL LIABILITY POLICY	
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	DUPLICATE	OFFICES
$\begin{array}{cccccccccccccccccccccccccccccccccccc$		IN
$\begin{array}{cccccccccccccccccccccccccccccccccccc$		PRINCIPAL CITIES
55-58         26         242-246         (8 mos.)         74           59-62         (2 mos.)         27         247-250         75           63-65         28         251-255         76           66-69         29         256-260         77	ĥ	THROUGHOUT
70-73        30       261-264        78         74-76        31       265-269        79         77-80        32       270-273       (9 mos.)       80         81-83        33       274-278        81	LIBERTY	THE
84-         87         34         279-282         82         82           88-         91 (3 mos.)         35         283-287         83         39           92-         94         36         288-291         84         34           95-         98         37         292-296         85         85	MUTUAL INSURANCE COMPANY Hume Offeer Boston	UNITED STATES
99-102		AND
114-116		CANADA
$\begin{array}{cccccccccccccccccccccccccccccccccccc$		
<ul> <li>If the policy has been in effect for twelve, months or leas, the above table applies. If the policy has been in effect for more than twelve monthe, the earned premium shall be determined as follows: (1) Determine full annual premium As for a policy written for a term of one year.</li> <li>*(2) Deduct such premium from the full policy premium, and on the rémainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written.</li> <li>(3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.</li> </ul>	THIS POLICY, IS NONASSESSABLE.	
premium, and on the remainder calculate the pro rate earned premium on the basis of the ratio of the length of lime beyond one year the polloy has been in effect to the Jength of lime beyond one		

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- ,	ARATIONS MUT		REHENSIVE GENEI IABILITY POLICY
Policy No. LG1-121	L-010461-187R Z3 New York	Code   Salesman 202   Ruppel	Code N/R 1st 7544 2 37
	Named Insured Hopeman Brothers Inc. an Address 156 E. 46th St., New York, The named insured is: Individual [], Partnersh	nd Park 10017	
	Business of named insured is: Contracting		
Item 2.	Policy Period: From 1 12:01 A.M., standard time at the	Year Mo, Day 67 to $1$ $1address of the named insured as stated$	68 🖸
	Audit Basis: At Expiration [], Annual [], Se	emi-Annual [], Quarterly [], Monthly	x, Flat Charge
Item 3.	The insurance afforded is only with respect to su charge or charges. The limit of the company's lia all the terms of this policy having reference theret	bility against each such Coverage shall be	dicated by specific pre e as stated herein, subj
	COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIU
	A—BODILY INJURY LIABILITY	<ul> <li>\$ 100,000 each person</li> <li>\$ 300,000 each occurrence</li> </ul>	
		\$ 300,000 aggregate	
	B—PROPERTY DAMAGE LIABILITY	<ul> <li>\$ 100,000 each occurrence</li> <li>\$ 100,000 aggregate</li> </ul>	
Item 4.	MISCELLANEOUS CHARGES	As per End. No.(s) 4 & 5	
			ŀ
	-	Advance Deposit Premium Discount TOTAL ADVANCE PREMIUM	
	The premium for this policy is payable \$ on the second anniversary.	Premium Discount TOTAL ADVANCE PREMIUM	niversary and \$
Item 5.		Premium Discount TOTAL ADVANCE PREMIUM in advance, \$ on first an	
	on the second anniversary.	Premium Discount TOTAL ADVANCE PREMIUM in advance, \$ on first an chedules designated "General Liability H ereby countersigned by	

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Item 5. Declarations - Schedule - General Liability Hazards DESCRIPTION OF HAZARDS RATING CLASSIFICATIONS CODE NO. Buildings or Premises 0129A Premises Boat or Ship Building 2464A Operations Sash, Door or Assembled Millwork Mfg. 2464В Fireproof Equipment Mfg. 2457 Contractors 3759 Carpentry N.O.C. 3457 Furniture or Fixtures Installation in Offices or Stores 5146 Carpentry 5437 Office or Bank Building Elevators in buildings occupied above Elevators grade floor by the insured exclusively 033 S. Completed Operations: Carpentry Construction Products 1203 Contractual Construction Agreements - indemnification of owners Intermediate form contracts 0554 Limited form contracts 0553 ٨, Contractual Liability - N.C.C. 0521 2 Policy No. LG1-121-010461-187R Page No. 1 GPO 2742

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NO.	DIVISIONS	COVERAGE	COVERAGE B	ADVANCE PREMIUM
1	PREMISES			
1	OPERATIONS			
2	ELEVATORS			
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS		· · · · · · · · · · · · · · · · · · ·	
4	PRODUCTS — Completed Operations			
	CONTRACTUAL			
	PERSONAL INJURY End. 4 9840 PERSONAL INJURY End. 5 9840 DELETION OF CARE CUSTODY AND CONTROL			
	MALFRACTICE			
	Annual TOTAL ADYANCE PREMIUM			
Policy Issued GPO 2144	to		<u> </u>	Page No. 2

## Premium Summary Schedule

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## • Premium Summary Schedule COVERAGE COVERAGE ADVANCE DIVISIONS NO. PREMIUM В Α 1 PREMISES 1 OPERATIONS 2 ELEVATORS STRUCTURAL ALTERATIONS, 3 New Construction, Demolition 3 INDEPENDENT CONTRACTORS 4 PRODUCTS - Completed Operations CONTRACTUAL PERSONAL INJURY END. 4 PERSONAL INJURY END. 5 DELETION OF CARE CUSTODY AND CONTROL MALPRACTICE TOTAL DEPOSIT PREMIUM PREMEUM DISCOUNT Discounted Deposit TOTAL/ADVANCE PREMIUM $\mathbf{x}_{1}^{\mathbf{k}}$ Page No. 3

LG1-121-010461-187R Policy No.

Issued to

GPO 2144 E-1 -----

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# Case 24-32428-KLP ມັນບັບເບິ່ Exhibit(s) 35 Page 11 ບາບອ Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc

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### Item 5. Declarations - Schedule - General Liability Hazards

## Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 13 of 39

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Item 5. Declarations — Schedule — General Liability Hazards

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Item 5. Declarations - Schedule - General Liability Hazards

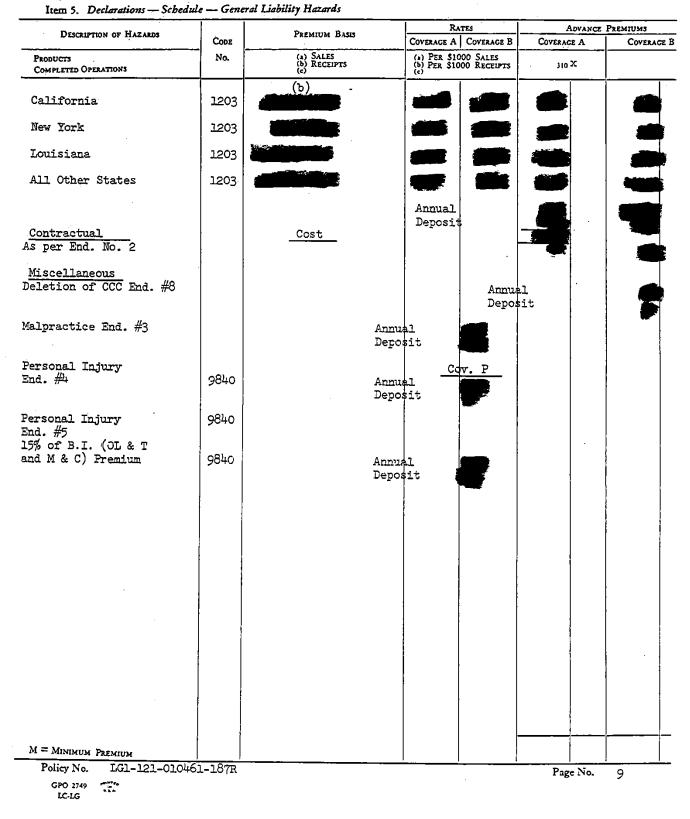
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AMENDATORY ENDORSEMENT

It is agreed that Premium Discount Endorsement No. 15 is amended to include the following:

IG1-181-016426-057



This endorsement is executed by the company below designated by an entry in the box opposite its name.

1014a E. Countersigned by AUTHORIZED REPRESENTATIVE

Countersigned by\_\_\_\_

AUTHORIZED REPRESENTATIVE

Effective Date 1-1-67 Expiration Date 1-1-68 Audit Basis 8 Premium \$ adjust on audit For attachment to Policy or Bond No. IG1-121-010461-187R Issued to Hopeman Brothers Inc. and

Endorsement Serial No. 18

Work Units 1 -

Issued Jg 8-8-67 Sales Office & No. 202

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## Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 18 of 39

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The policy declarations are a	mended b	by the changes en	ntered below	:				
Change A — Policy Period:	From			To				
Change B—Location:								-
Change C — Hazard(s)				 Co	verage Code	: B. I.	<u> </u>	
	Terr.	Premium Bases	Anna	l Rates		Premiums	กมันการ	
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Products- Completed Operations	-							
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#### Amendatory Endorsement

It is agreed that Amendatory Endorsement, No. 3 is amended as follows:

Rate - 10% of Contractual Coverage A Premium in lieu of

Rate - 10% of Coverage A Premium

Minimum Premium ( in lieu of Flat Charge

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It is further agreed that Deductible Property Damage Liability (Limited Form), endorsement No. 8 is amended as follows:

Eliminate Page 2 of 3

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Page 3 - Eliminate:

This endorsement is executed by the company below designated by an entry in the box opposite its name. □ LIBERTY MUTUAL FIRE INSURANCE COMPANY E LIBERTY MUTUAL INSURANCE COMPANY

Buy E. K m Jia

Endorsement Serial No. 16

202

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N.Y.

Countersigned by. AUTHORIZED REPRESENTATIVE Effective Date 1-1-67 Audit Basis 8

Issued to Hopeman Brothers Inc. Etal.

Countersigned by\_

AUTHORIZED REPARSENTATIVE

Premium \$ For attachment to Policy or Bond No. LG1-121-010461-187R

Expiration Date 1-1-68

Work Units 1-

Issued 6-14-67 jw Sales Office & No.

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#### Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 20 of 39

### PREMIUM DISCOUNT ENDORSEMENT

#### (Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

- 1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
- 2. The following elements of the Total Standard Premium are not subject to discount:
  - (a) Any premium for insurance in the the state of Louisiana;
  - (b) Any premium for Automobile Bodily Injury Liability insurance in the Commonwealth of Massachusetts;
  - (c) Any premium subject to retrospective rating.
- 3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
- 4. The provisions of this endorsement shall not apply to New York premium in the event such premium is less than \$100.
- 5. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
- 6. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	ESTIMATED	STANDARD PREMIUM
LG1-121-010461-207R (Wayne Manufacturing Corporation)	\$	
AE1-121-010461-167 (Hopeman Brothers Inc.)		
Canada LP1-121-010461-157 (Hopeman Bros. Inc., etal.)		
LG1-121-010461-237R (		

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. 1.G1-121-010461-187R

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell PRESIDENT SECRETARY

2237 (11-23-59)

Countersigned by.

Issued

AUTHORIZED REPRESENTATIVE Endorsement Serial No. 15

## Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 21 of 39

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COVERAGE B — PROPERTY DAMAGE LIABILITY

#### EXCLUSION

#### (Water Damage — New York City)

It is agreed that the insurance does not apply to property damage to buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured and described below: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or damestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but this exclusion does not apply to property damage due to fire, to the use of elevators or to operations performed by independent contractors.

Description of Premises:

1.

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farmel

PRESIDENT SECRETARY

Countersigned by .....

G328 (10/1/66) LC LG LO LM

Effective Date

Expiration Date

For attachment

Issued to

to Policy No. IG1-121-010461-187R

Endorsement No. 14

Authorized Representative

## Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 22 of 39

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## Case 24-32428-KLP

## P Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 23 of 39

## ACTION AGAINST COMPANY AMENDMENT (Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

Bun &., Jan

For attachment to Policy No. IG1-121-010461-187R Issued to

G512, A0013 AE AV AG LF LG LO LM LX Issued 10-1-66 Countersigned by .....

Authorized Representative

Endorsement No. 12

#### Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Case 24-32428-KLP Desc Exhibit(s) 35 Page 24 of 39

## **RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT**

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2006A	No. 2
Interpretation of Notice of Accident Condition	102	No.6
Deductible Property Damage Liability	102	No. 8

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Trank L. Tarwell President SECRETARY

Countersigned by. AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 11

Effective Date Expiration Date Audit Basis

For attachment to Policy No. 1G1-121-010461-187R

Issued to

652 Louisiana

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## Watercraft Exclusion

It is agreed that Exclusion (d) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name. LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPANY

1014a E. J.a.

Bua E.

Countersigned by\_

AUTHORIZED REPRESENTATIVE

Countersigned by\_\_\_

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AUTHORIZED REPRESENTATIVE

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Effective Date

Expiration Date

Audit Basis Premium \$ For attachment to Policy or Bond No. LG1-121-010461-187R Issued to

Issued

Endorsement Serial No. 10

Work Units 1 -

Sales Office & No. .

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY COVERAGE B — PROPERTY DAMAGE LIABILITY COVERAGE P — PERSONAL INJURY LIABILITY

## FOREIGN COVERAGE ENDORSEMENT

## It is agreed that:

## I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

### II. INVESTIGATION; DEFENSE; SETTLEMENT - FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

## III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

<u>Code</u> 3759 <u>Rates</u> State of Hire

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. LG1-121-010461-187R

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Isant L. Tarwell R. J PRESIDENT

Countersigned by .....

L-G2001 (10/1/66) LC LG LM LO

Endorsement No. 9

Authorized Representative

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## Deductible Property Damage Liability (Limited Form)

It is agreed that exclusion (i) of the policy jacket is amended to read as follows:

To Property Damage to (1) Property owned or occupied by or rented to the insured or

(2) Property used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for property damage liability applies subject to the following provisions:

- 1. \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
- 2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
- 3. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the deductible amount as has been paid by the company.

Policy No: LG1-121-010461-187R

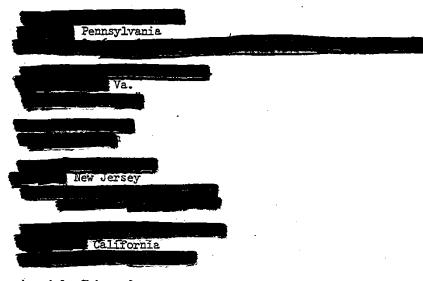
Attach to Endorsement No. 8

Issued to: Hopeman Brothers, Inc., etal.

(1 of 3)

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It is agreed that provisions of this endorsement apply only to the locations listed below, it is further agreed that the provisions of this endorsement will also apply to additional locations provided that the insured notifies the company within 30 days after the commencement of work by the insured at each such additional location, but such notification to the company will not be required if the total cost of the work let to the named insured at an additional location does not exceed \$5,000.



Avondale Shipyards New Orleans, Louisiana Hulls #1040, 1041, 1042, 1043, 1052, 1053, 1054, 1055

Texas

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Policy No: LG1-121-010461-187R Issued to: Hopeman Brothers Inc., etal.

Attach to Endorsement No. 8

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## Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 30 of 39

## EXCLUSION

### (All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to bodily lajury, personal injury or property damage arising out of

ς.

(a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon; (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or

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(c) goods or products manufactured at or distributed from such premises.

**Description and Location of Premises** 

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LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farwell Pressource

SECRETARY

Authorized Representative

Countersigned by\_

G301 (10/1/66) LC LG LM 

Effective Date Expiration Date

For attachment

issued to

to Policy No. 1G1-121-010461-187R

Endorsement No. 7

## Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 31 of 39

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## Interpretation of Notice of Accident Condition

It is agreed that in event of an occurrence written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 4 indicated on the policy jacket.

## Amending Condition No. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective."

## Failure to Disclose Hazards Existing on Effective Date of Policy

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name. E LIBERTY MUTUAL INSURANCE COMPANY

man Frank L. Jaco

men Jank L.

Countersigned by\_ Effective Date

AUTHORIZED REPRESENTATIVE Expiration Date

Countersigned by\_

AUTHORIZED REPRESENTATIVE

Audit Basis Premium \$ For attachment to Policy or Bond No. <u>LG1-121-010461-187R</u> Issued to

Endorsement Serial No.

Work Units | -

Issued

Sales Office & No.

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#### Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 32 of 39

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## PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the semed insured as follows:

## I. COVERAGE P - PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as demeges because of personal lajury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal lajury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's llability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

(a) acts committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or agreement;

(c) advertising, broadcosting or telecasting activities conducted by or on behalf of the named insured;

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

## II. COVERAGE P - LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal lajury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal lajury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured's provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the nemed insured shall promptly reimburse the company therefor.

### III. COVERAGE P --- POLICY PERIOD/ TERRITORY

Minimum Premium

Premium \$ Included on extension schedule

to Policy No. LG1-121-010461-187R

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### IV. COVERAGE P - DEFINITIONS

"demoges" also includes any damages which are payable because of personal injury to which this policy applies;

"personal lajury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property oga,"

-		Schedule			
	Limits of Liability	\$ \$	100,000 300,000	each person aggregate general aggregate	
	Insured's Participation		0	per cent	

per cent

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farmelt

PRESIDENT

SECRETARY

Countersigned by

L-G2004 (10/1/66) ເເເພີ່ນວ - The

**Effective Date** 

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Expiration Date Audit Basis For attachment

Endorsement No. 5

Authorized Representative

#### Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 33 of 39

## PERSONAL INJURY LIABILITY INSURANCE INDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the sensed insured as follows:

## 1. COVERAGE P --- PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as demeges because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking demeges on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of the applicable limit of the company's liability has been exhausted by payment of Judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

(a) acts committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or agreement;

. . . .

(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the nemed insured;

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

### 11. COVERAGE P - LIMITS OF LIABILITY, INSURED'S PARTICIPATION

The total liability of the company for all dameges because of all personel injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personel injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all demeges shall not exceed the limit of personel injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the lass shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the nemed insured shall promptly reimburse the company therefor.

## III. COVERAGE P -- POLICY PERIOD; TERRITORY

This policy also applies to persenal injury which occurs during the policy period within the policy territery; provided, however, that persenal injury arising out of a series of publications or utterances of the same or similar defanatory material shall not be con-sidered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### IV. COVERAGE P - DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intengible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

Schedule

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100,000

300,000

Limits of Liability

**Insured's** Participation

See Schedule

LIBERTY MUTUAL INSURANCE COMPANY

each person aggregate

general aggregate

0 per cent

Trank L. Farwell

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Premium \$ Included on extension schedule

**Effective Date** Expiration Date Audit Besis For attachment to Policy No. LG1-121-010461-187R

issued to

Countersigned by ......

L-G2004 (10/1/66) LC LG LA LO

1 of 2

Endorment No. 1

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## Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 34 of 39

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## Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 35 of 39

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## AMENDATORY ENDORSEMENT

It is agreed that with respect to such insurance as is afforded under Coverage A Contractual Bodily Injury Liability, that malpractice, error or mistake in rendering or failing to render medical, surgical, dental X-ray, cosmetic, tonsorial or other professional or sanatory service treatment shall be deemed an occurrence and that all malpractice, error or mistake in rendering or omission of such services, or treatment to any one person shall be deemed one occurrence.

It is further agreed that such insurance as is afforded by this endorsement applies only with respect to liability assumed under contracts.

Rate - 10% of Coverage A Premium

Flat Charge

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This endorsement is executed by the company below designated by an entry in the box opposite its name.

Frank L. Taunel

ua E.

Countersigned by\_ Effective Date

AUTHORIZED REPRESENTATIVE Expiration Date

Countersigned by\_

AUTHORIZED REPRESENTATIVE

Audit Basis Premium \$ Included on extension schedule For attachment to Policy or Bond No. E.G1-121-010461-187R Issued to

Endorsement Serial No. 3

Work Units 1 -

Issued

Sales Office & No.

## Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 36 of 39

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A -- BODILY INJURY LIABILITY

COVERAGE B -- PROPERTY DAMAGE LIABILITY

## CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

### (All Written Contracts Except Incidental Contracts)

## It is agreed that:

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## I. CONTRACTUAL LIABILITY

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Coverages A and B also apply to liability assumed by the named insured under an insured contract, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the indemnites which the named insured is required to defend by the specific terms of an insured contract, but only to the same extent and on the same terms as if the indemnites were the insured under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks damages for which the indemnites is legally entitled to indemnification under the insured contract, (2) the policy covers such damages and (3) the applicable limit of the company's liability with respect to such damages has not been exhausted by payment of judgments or settlements.

## IL EXCLUSIONS

All exclusions, including exclusion (e), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the samed insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveye, designs ar specifications and (b) supervisory, inspection or angineering services;
- (3) to any agreement (a) to pay for property damage to property owned by, rented to or used by the indemnitee arising out of operations performed for the named insured by the indemnitee or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or banefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the named insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law.

## III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitive" means the person or organization claiming indemnification from the named insured,

"insured contract" means any written contract made prior to the occurrence giving rise to the **bodily injury** or property damage with respect to which indemnification is claimed, but insured contract does not include (1) an incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

#### IV. ARBITRATION

The word "sult" includes an arbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent, provided the company is entitled to exercise all of the insured'a rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

#### V. LIMITS OF LIABILITY

The limits of flability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—to "each person" and "each occurrence" and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all demoges because of all property demoge for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the nemed insured.

L-G2006a (11/1/66) LC LG LM LO Page 1 of 3 Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 37 of 39

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Premium \$ Included on extension schedule

Effective Date Expiration Date Audit Bosis For attachment to Policy No. LG1-121-010461-187R Issued to

LIBERTY MUTUAL INSURANCE COMPANY

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Trank L. Tarwell Brung & Barringer

SECRETARY

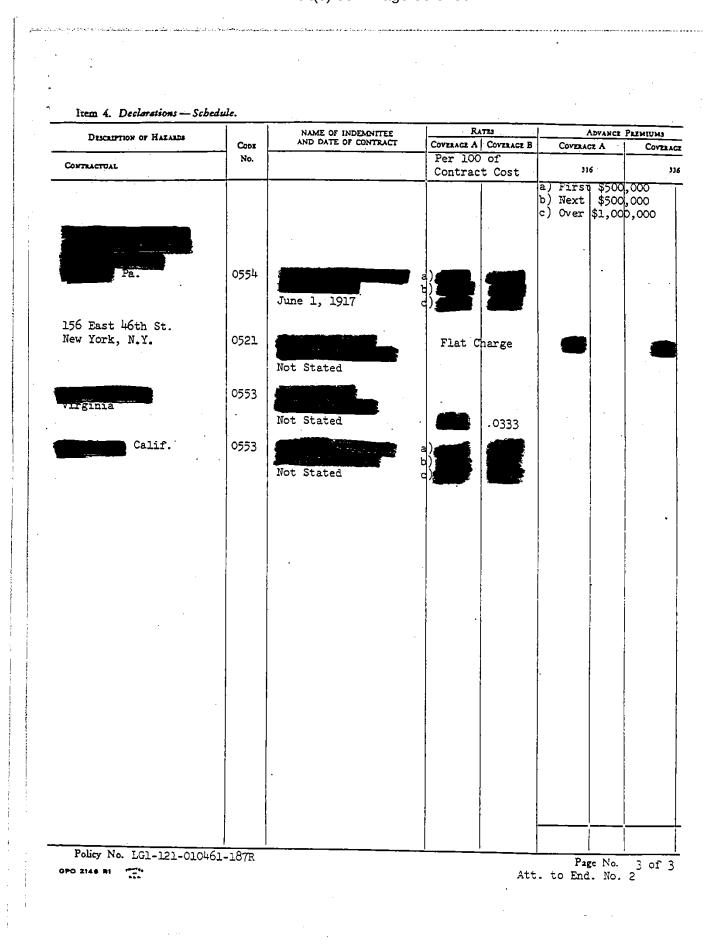
L-G2006e (11/1/66) LC LG LM LO Poge 2 of 3

Countersigned by \_

Authorized Representative

Endorsement No. 2

## Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 38 of 39



## Case 24-32428-KLP Doc 86-35 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 35 Page 39 of 39

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Amendatory Endorsement

It is agreed that Item 1, Named Insured, is amended to include a but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

OUU 4 Frank L.

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Mua E.

Countersigned by... Effective Date Andit Basis AUTHORIZED REFRESENTATIVE Countersigned by\_\_\_\_\_\_ Expiration Date

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AUTHORIZED REPERSENTATIVE

Audit Basis Premium \$ For attachment to Policy or Bond No. <u>IG1-121-010461-187R</u> Issued to

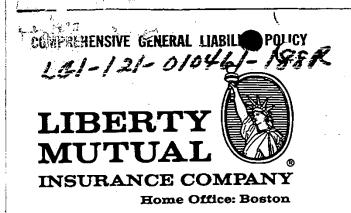
Endorsement Serial No. 1

Work Units | --

Issued

Sales Office & No.

Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 1 of 38



FOR PROMPT INSURANCE SERVICE - CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

## COVERAGE A-BODILY INJURY LIABILITY

## COVERAGE B-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

#### Coverage A. bodily injury or

#### Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
  - any other automobile or aircraft operated by any person in the course of his employment by the named insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured;

- (c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (d) to bodily injury of property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured; but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;
- (e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution

GPO 2714 10/1/66)

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GENÈRAL CLASS

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THIS POLICY IS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

HBI 68

D IN DIVIDEND CLASS

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

68-69

or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the insured under an incidental contract, or

- (2) expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
  - (1) in violation of any statute, ordinance or regulation,
  - (2) to a minor,
  - (3) to a person under the influence of alcohol, or
  - (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (i) to property damage to
  - (1) property owned or occupied by or rented to the insured,
  - (2) property used by the insured, or
  - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- (j) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (k) to bodily injury or property damage resulting from the fail-
- ure of the named insured's products or work, completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- (1) to property damage to the named insured's products arising out of such products or any part of such products;
- (m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof,

Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 2 of 38



or out of materials, parts or equipment furnished in connection therewith;

(n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

## SUPPLEMENTARY PAYMENTS

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The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds:
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed S25 per day because of his attendance at hearings or trials at such request.

## I PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (e) with respect to:

- (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).



This hearance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured. a suifice

IV

### LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain **bodily injury or property damage**, or (3) claims made or suits brought on account of **bodily injury or property damage**, the company's liability is limited as follows:

Coverage A—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence; shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

**Coverage B**—The total liability of the company for all **damages** because of all **property damage** sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

### POLICY PERIOD; TERRITORY

This policy applies only to bodily injury or property damage which occurs during the policy period within the policy territory.

#### DEFINITIONS

## When used in this policy (including endorsements forming a part hereof) :

PAGE 2

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"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equip-

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"bodily injury" means bodily injury, sickness or disease sustained by any person;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises our of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"damages" includes damages for death and for care and loss of services resulting from **bodily injury** and damages for loss of use of property resulting from **property damage**;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stainway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability; \_\_\_\_

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not selfpropelled, (1) not subject to motor vehicle registration, or (2), maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers lother than the mix-in-



transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, in **bedily** injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible property.

#### CONDITIONS

**Premium** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. VII

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the uncarned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

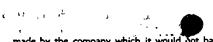
**Inspection and Audit** The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment

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made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

## Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy: and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the artendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.
- Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6 Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount



of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured shall** execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

**Cancellation** This policy may be cancelled by the **named insured** by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**Declarations** By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

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In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

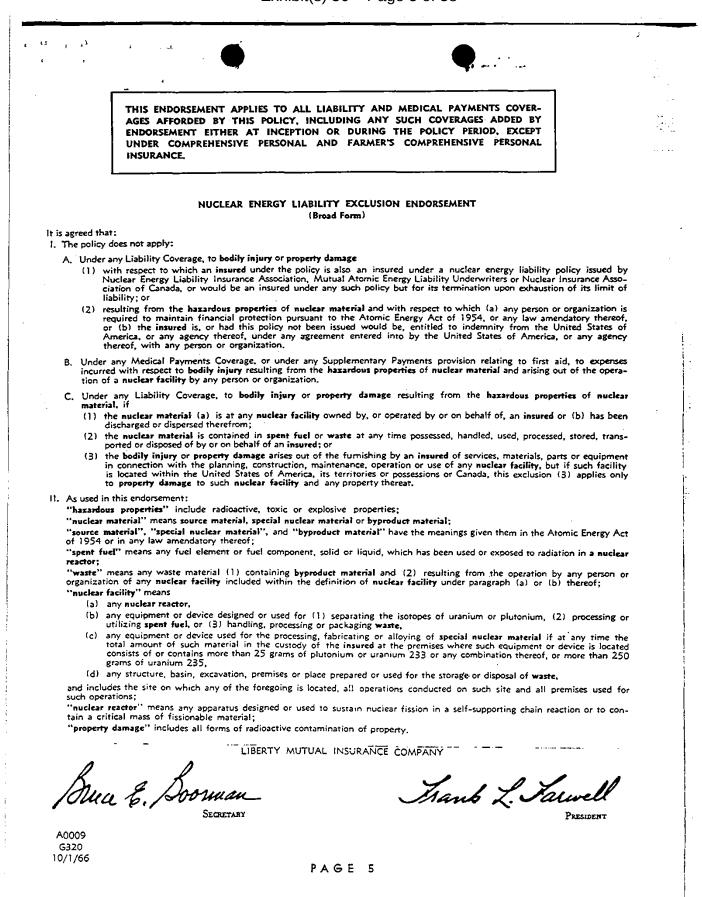
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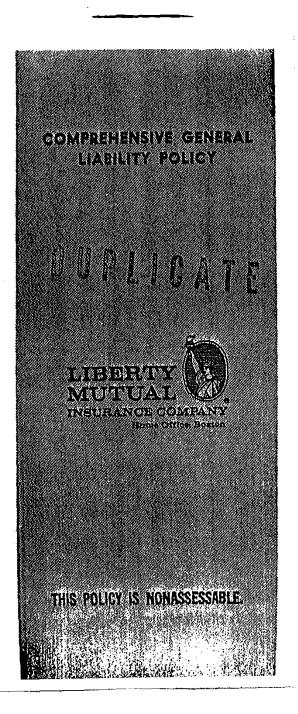
PAGE 4 (See Page 5)

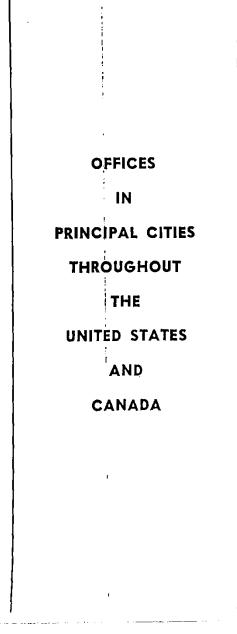
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Days Policy in Force	Per Cent		Per Cenl
	of	Days	of
	One Year Premium	Policy In Force	One Year Premium
1	5	154-156	50
	6	157-160	54
8-4	7	161-164	55
5-6	8	165-167 168-171	56 57
9-10	10	172-175	
11-12	$11 \\ 12 \\ 12 \\ 12 \\ 12 \\ 12 \\ 12 \\ 12 \\$	176-178	(6 mos.) 60
18-14 15-16		179-182 183-187	61
17-18	14	188-191	62
19-20 21-22	15	192-196 197-200	68
21-22 23-25	10	201-205	65
26- 29	, , , 18	201-205 206-209	66
80- 82 38- 36	(1 mo.) 19	210-214 215-218	(7 mos.) 67 68
37-40	$\begin{array}{c} 20\\ 2\\ 2\\ 2\end{array}$	219-228	69
41-43	22	224-228	70
48-51		229–232 233–237	71
62- 54		238-241	73
65- 68	26		(8 mos.) 74 75
59- 62 63- 65	(2 mos.) 27 28	247-250 251-255	76
66-69		256-260	77
70- 73	30	261264 265269	, 78
74-76		270-273	(9 mos.) 80
81-83	33	274-278	81
84-87	(8 mos.) 35	279-282 283-287	
92-94	36	288_201	84
95- 98	, , , 37	292-296	85
99-102 103-105		297-301 302-305	(10 mos.) 87
106-109	40	306-310	88
110-118	41	811-814	89
114-116	42	815-819 820-828	90
121-124	(4 mos.) 44	824-828	92
125-127	45	829-832	
128-131 182-135	46	838-837 838-842	(11 mos.) 94
136-138	48	843-346	96
139-142	49	847-351	97
143-146	50	352-355 356-360	98
160-163		361-365	
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If the months policy h	polloy has be or less, the abo	ve table a	piles. If the
months, as follow	the carned prer	ci lor more nium shall	be determined
as follor	wa: (1) Determ policy written	ine fuii Bri for Baterin	nual premium ) of one year.
(2) Ded	(he earned prer was: (1) Determ a policy written a not a premium of affact in the re- affact in the pol affact in the pol d premium pro- cost (1) and (1) pretion policy b	um from f	he full policy
TALA BAI	ned premium of	n the basis	of the ratio of
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DECL	ARATIONS MUT	ERTY TUAL NCE COMPANY Home Office Boston		EHENSIVE GE ABILITY POLIC
Policy No.	TD Code   Sales Office 1-010461-188R 23 N.Y.	Code   Saiesman   202   Marte	 110	Code N/R 7675 2
  Item 1.	Named Insured Hopeman Brothers In			
	Address 156 E. 46th St., New Yor			
	- · · · · · ·			
	The named insured is: Individual [], Parmers.		Other	
	Business of named insured is: Contractin	g Yar		Year
Item 2.	Policy Period: From 12:01 A.M., standard time at the	-68		69
<b>.</b>	Audit Basis: At Expiration [], Annual [], S			
Item 3.	The insurance afforded is only with respect to charge or charges. The limit of the company's l all the terms of this policy having reference ther	iability against each such Co	ages as are indi overage shall be	icated by specific as stated herein,
	COVERAGES	LIMITS OF LIAI	BILITY	ADVANCE PRE
		\$ 100,000 ea	ich person	\$
	A-BODILY INJURY LIABILITY	\$ 300,000 ea	ich occurrence	
		\$ 300,000 as	gregate	
		\$ 100,000 ea	ch occurrence	\$
	B — PROPERTY DAMAGE LIABILITY	\$ 100,000 as	gregate	
 Item 4.	MISCELLANEOUS CHARGES	As per End. No.(s)2,	3,4,5&8	\$
"				
		Advance Fremium Premium Discoun		
			· [	
		TOTAL ADVANCE		\$
	The premium for this policy is payable $S$ on the second anniversary.	in advance, 3	on first ann	iversary and \$
ltem 5.	The declarations are completed on the attached	schedules designated "Gene	eral Liability Ha	zards".
The poli	cy, including all endorsements issued therewith, is	hereby countersigned by	Anthori	zed Representative
	1-19-68 Periodic Payment Rating Basis ( Audit Basis	Home State   Pol. H.G.	Renewal of	Accountin
Work Units	$\begin{bmatrix} 1-19-66\\ cd \\ s \end{bmatrix} R \square NR [cd] 8$	i i	121-010461-1	87R Dividend for

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DESCRIPTION OF HAZARDS	RATING CLASSIFICATIONS	Code N
Premises	Buildings or Premises	0129
<u>Operations</u>	Boat or Ship Building	2464
	Sash, Door or Assembled Millwork Mfg.	2464
	Fireproof Equipment Mfg.	2457
	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or Fixtures Installation in Offices or Stores	5146
	Carpentry	5437
Elevators	Office or Bank Building Elevators in buildings occupied above grade floor by the insured exclusively	033
Products	Completed Operations: Carpentry Construction	120
Contractual	Construction Agreements - indemnification of owners Intermediate form contracts	0554
	Limited form contracts	055:
	Contractual Liability - N.C.C.	0523
Policy No. IG1	-121-010461-188R Page No. 1	
GPO 2742	rage ivo. 1	

## Item 5. Declarations — Schedule — General Liability Hazards

ST. PIERRE (HBI) -258

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Premium	Summary	Schedule
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NO. HAZARDS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1 PREMISES			
1 OPERATIONS			
2 ELEVATORS			
3 STRUCTURAL ALTERATIONS, New Construction, Demolition			
3 INDEPENDENT CONTRACTORS			
4 PRODUCTS — Completed Operations			
CONTRACTUAL			
	Cov. P		
PERSONAL INJURY End. 4 9840 PERSONAL INJURY End. 5 9840			
DELETICN OF CARE CUSTODY AND CONTROL			-
MALPRACTICE			
		-	-
ANNUAL TOTAL XEXXXXX PREMIUM			

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## Premium Summary Schedule

NO.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANCI
1	PREMISES			
1	OPERATION\$			
2	ELEVATORS			
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS Completed Operations			
	CONTRACTUAL End. 2			
	PERSONAL INJURY END. 4 PERSONAL INJURY END. 5			
	DELETION OF CARE CUSTODY AND CONTROL END. 8			
	MALPRACTICE END. 3			
	TOTAL DEPOSIT PREMIUM PREMIUM DISCOUNT			
			· · · · · · · · · · · · · · · · · · ·	
	Discounted Deposit TOTAL/ADVANCE PREMIUM			
Policy	No. 1G1-121-010461-188R	u	<u>_</u>	Page No. 3

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DESCRIPTION OF HAZARDS	T	TERR. PREMIUM BASES KEY		RATES		ADVANCE PREMIUMS		
CEREMINER OF MALAEDS	1.488.	1	I ALMIUM DASCS ILLI		COVERACE B	COVERAGE A	Cover	
Premijes — Operations	Code No.	666E	REMUTERATION Sq. FT. of Abea Linear FT. of Frontace Unit	(a) PER \$100 R (b) PER 100 SQ. (c) PER LINEAR (d) PER UNIT (c)	FYUNERATION Fy. of Area Ft. of Frontage	MO 311 CO 312 X OL & T 313 X		
152 E. 46th St.		BASE				·		
New York, N.Y.	Ol						1	
	0129A	2						
	Grea	ter	New York					
154-156 E. 46th st.	1							
New York, N.Y.	2457	a	If any					
	2464A		If any					
	2464 <u>5</u>		If any					
	2+0+0		II any					
	3457	1	If any					
	3759			1000				
						—		
	5146		If any					
	5437		If any					
	N.Y	St	ate Remainder					
	2 2457		If any					
	ł		di any					
	2464A		If any					
	5767B		If any					
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	3457		If any					
	3759		If any				1	
	5146		TROWN					
	5140		If any					
	5437		If any					
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M = MINIMUM PREMIUM	1							
Policy No. IG1-121-01046 GPO 2745 R1 USA	T-TOOK					Page No.	24	

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Item 5. Declarations - Schedule - General Lability Hazards

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DESCRIPTION OF HAZARDS	Tm.	1	TERR. PREMIUM BASES KEY		T23			PREMIUMS	
					COVERACE B	COVERACE	A	Cover	
Premises Operations	Cods No.	39099 86065	Remuteration Sq. Ft. of Area Lutere Ft. of Frontace Unit	(a) PER \$100 R: (b) PER 100 Sq. (c) PER LINEAR (d) PER UNIT (c)	FT. OF AREA FT. OF AREA FT. OF FRONTAGE	MO ) CO 3 OL & T 3	12 X		
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Item 5. Declarations - Schedula - Course - inhibitu Harande

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DESCRIPTION OF HAZARDS	TRA.	PREMIUM BASES KEY	RATES	ADVANCE P	
			COVERAGE A COVERAGE B	COVERAGE A	Cover
PREMISES OPERATIONS	Code No.	(1) REMUMERATION (b) Sq. Ft. of Arla (c) Linear Ft. of Frontage (d) Unit (c)	(a) Per SIOO REMUMERATION (b) Per 100 Sq. Ft. of Area (c) Per Linear Ft. of Frontage (d) Per Unit (c)	MO 311 CO 112 X OL & T 313	
		BASIS -			
	State	a e of La.			
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	5146	If any			
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DESCRIPTION OF HAZARDE	TER.	PREMIUM BASES KEY	RATES	ADVANCE P	
· <u></u>		(1) Province	COVERAGE A COVERAGE B	COVERACE A	COVERAG
PREMISES — OPERATIONS	Code No.	(2) REMUMERATION (b) Sq. Ft. of Abea (c) Linear Ft. of Frontage (d) Unit (c)	(a) PER \$100 REMUMERATION (b) PER 100 SQ. FT. OF AREA (c) PER LIMEAR FT. OF FRONTACE (d) PER UNIT (c)	MO 311 CO 312 X OL & T 313	
		BASIS			
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	5146	If any			
	5437	If any			

M = MINIMUM PREMIUM Policy No. LG1-121-010461-188R Page No. 7 GPO 2745 R1 USA

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Item 5.	Declarations S	Schedule —	Genera Liabil	ity Hazards
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DESCRIPTION OF HAZARDS		TERE.	P	remitum Bases Kev	RAT				REMIUMS
Premises — Operations		Code	(a) R (b) S (c) L	ENUMERATION Q. FT. OF AREA INTAL FT. OF FRONTAGE	COVERAGE A (a) PER \$100 Rs (b) PER 100 So. (c) PER LIPEAR I (d) PER UNIT (c)	COVERAGE B	MO 31 CO 31 OL & T 31		Cove
FREMISES - OFERALIONA		No.	ើល		(d) Pzn Ustr (e)		ŎĹĸŢĴĬ	•	
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Policy No. 1G1-121-010	+61-188R	!	L				Page	L.L.	-8

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DESCRIPTION OF HAZARDS	CODE PREMIUM BASIS				TES	ADVANCE PREMIUMS			
ELEVATORS	No.		No.	1	COVERACE B	COVERACE A	Covera		
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154-156 E. 46th St.				_					
New York, N.Y.	033		1						
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Products-Completed Operations		Receipts		Per 1.0	00 Receir	ots 310x	Ì		
Calif.	1203								
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N. Y.	1203								
All Other States	1203								
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N = MINIMUM PREMIUM Policy No. IG1-121-0104	1 61-1880			I			!		
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#### — Schedule — General Liability Hazards Destantions

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## Experience Rate Endorsement

The rates shown in the policy are manual rates without experience modification. Such rates will subsequently be adjusted to conform to an experience modification to be expressed by an endorsement naming the effective date.

This endorsement is executed by the company below designated by an entry in the box opposite its name. ☑ LIBERTY MUTUAL INSURANCE COMPANY 🗆 🗆 LÍBERTY MÚTUAL FIRE INSURANCE COMPAN

Countersigned by\_\_ Effective Date Audit Basis

Countersigned by... Expiration Date

AUTHORIZED REPRESENTATIVE

Premium S For attachment to Policy or Bond No. IG1-121-010461-188R Issued to

Issued

AUTHORIZED REPRESENTATIVE

Endorsement Serial No.

18

L-G6010 Work Units 1-

Sales Office & No.

Case 24-32428-KLP

## PREMIUM DISCOUNT ENDORSEMENT

## (Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

- 1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
- 2 The following elements of the Total Standard Premium are not subject to discount:
  - (a) Any premium for insurance in the the state of Louisiana;
  - (b) Any premium for Automobile Bodily Injury Liability insurance in the Commonwealth of Massachusetts; (c) Any premium subject to retrospective rating.
- 3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
- The provisions of this endorsement shall not apply to New York premium in the event such premium is less than \$100.
- 5. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
- 6. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	ESTIMATED	STANDARD PREMIU
LG1-121-010461-208R (Wayne Manufacturing Corporation)	\$	
AE1-121-010461-168 (Hopeman Brothers Inc.)		
Canada LP1-121-010461-158 (Hopeman Bros. Inc., etal.)		
LG1-121-010461-238R (		
LG1-121-022356-028R (	)	

## LIBERTY MUTUAL INSURANCE COMPANY

\* WORIZED REPRESENTATIVE

SECRETARY

Issued to

Premium \$

Effective Date Expiration Date Audit Basis For attachment

Countersigned by

2237 (11-23-59)

Issued

to Policy No. 1G1-121-010461-188R

Endorsement Serial No. 17

## Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 19 of 38

## TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S PLAN OF OPERATION (General Liability Insurance)

It is agreed that the premium pertaining to Texas General Liability and Medical Payments insurance determined under the provisions of the policy other than this endorsement shall be modified at the time of computation of the dividend applicable thereto, if any, declared by the board of directors, by applying the applicable adjustment factor stated in the Table of Adjustment Factors, and the dividend percentage fixed and determined by the board of directors shall be applied to such modified premium.

## TABLE OF ADJUSTMENT FACTORS

The term "Standard Premium" shall mean the premium, to the nearest dollar, for General Liability and Medical Payments insurance computed in accordance with the provisions of the policy, other than this endorsement, and exclusive of the application of any retrospective rating plan or any premium discount endorsement.

The following adjustment factors apply subject to a maximum factor of 1.000 divided by the difference between 1.000 and the dividend rate expressed as a decimal.

Standard Premium	Adjustment Factor	Standard Premium	Adjustment Factor	
\$ 1,000 - \$ 1,999	1.010	\$ 15,000 \$ 19,999	1.060	
2,000 2,999	1.020	20,000 - 24,999	1.065	
3,000 — 3,999	1.025	25,000 - 29,999	1,065	
4,000 — 4,999	1.030	30,000 — 34,999	1.070	
5,000 — 5,999	1.035	35,000 - 39,999	1.075	
6,000 — 6,999	1.040	40,000 - 44,999	1.080	
7,000 — 7,999	1.045	45,000 - 49,999	1.085	
8,000 — 8,999	1.050	50,000 - 74,999	1.090	
9,000 — 9,999	1.050	75,000 - 99,999	1.095	
10,000 - 12,499	1.055	100,000 - 249,999	1,100	
12,500 - 14,999	1.060	250,000 and over	1,105	

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Tarwell PRESIDENT

PRESIDENT

SECRETARY

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Countersigned by .....

Form L-G 5001 (Texos) (7/1/66) LC LG LM LO -----

to Policy No. 1G1-121-010461-188R

Premium \$

Issued to

**Effective Date** 

**Expiration Date** Audit Bosis For attachment

Endorsement No.

Authorized Representative

ST. PIERRE (HBI) -269

#### Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 20 of 38

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#### PREMIUM DISCOUNT ENDORSEMENT -- TEXAS (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

- Texas General Liability Standard Premium. Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retro-spective rating plan, shall be known as the Texas General Liability Standard Premium.
- 2. Total Standard Premium for All States. The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

#### 3. Premium Discount --- Texas.

4.

- (a) For policy periods of one year or less The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liebility)
- (b) For policy periods of more than one year The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
- (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Roting Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium, exclusive of any premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium, which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating. is subject to retrospective rating.

TABLE OF	TEXAS	PREMIUM	DISCOUNT	PERCENTAGES
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(General Liability)

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liabliity Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	0.0%	\$1,392	2.5%	\$2,320	5.0%	\$5,274	7.5%
1,006	0.1	1,415	2.6	2,384	5.1	5,334	7.6
1,018	0.2	1,439	2.7	2,451	5.2	5,395	7.7
1,030	0.3	1,463	2.8	2,522	5.3	5,457	7.8
1,042	0.4	1,488	2.9	2,598	5.4	5,521	7.9
1,055	0.5	1,514	3.0	2,677	5.5	5,586	8.0
1,068	0.6	1,540	3.1	2,762	5.6	5,653	8.1
1,081	0.7	1,568	3.2	2,853	5.7	5,722	8.2
1,095	0.8	1,597	3.3	2,950	5.8	5,792	8.3
1,109	0.9	1,627	3.4	3,053	5.9	5,864	8.4
1,123	1.0	1,658	3.5	3,164	6.0	5.938	8.5
1,138	1.1	1,690	3.6	3,284	6.1	6.013	8.6
1,153	1.2	1,723	3.7	3,412	6.2	6.091	8.7
1,168	1.3	1,758	3.8	3,552	6.3	6.170	8.8
1,184	1.4	1,794	3.9	3,703	6.4	6.252	8.9
1,200	1.5	1,832	4.0	3,867	6.5	6,336	9.0
1,217	1.6	1,871	4.1	4,047	6.6	6,422	9.1
1,235	1.7	1,913	4.2	4,244	6.7	6,511	9.2
1,252	1.8	1,956	4.3	4,462	6.8	6,602	9.3
1,271	1.9	2,000	4.4	4,703	6.9	6,696	9.4
1,289	2.0	2,048	4.5	4,972	7.0	6,792	9.5
1,309	2.1	2,097	4.6	5,049	7.1	6,891	9.6
1,329	2.2	2,149	4.7	5,103	7.2	6,993	9.7
1,349	2.3	2,203	4.8	5,159	7.3	7,098	9.8
1,371	2.4	2,260	4.9	5,216	7.4	7,207	9.9

#### (Continued on page 2)

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Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liabliky Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centzge Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 7,318	10.0%	\$ 16,000	13.5%	\$38,787	17.0%	\$ 74,987	20.5%
7,434	10.1	16,562	13.6	39,329	17.1	77,042	20.6
7,552	10.2	17,164	13.7	39,887	17.2	79,212	20.7
7,675	10.3	17,812	13.8	40,461	17.3	81,508	20.8
7,802	10.4	18,510	13.9	41,052	17.4	83,941	20.9
7,933	10.5	19,266	14.0	41,660	17.5	86,524	21.0
8,069	10.6	20,086	14.1	42,286	17.6	89,270	21.1
8,209	10.7	20,978	14.2	42,932	17.7	92,197	21.2
8,354	10.8	21,954	14.3	43,597	17.8	95,323	21.3
8,505	10.9	23,025	14.4	44,284	17.9	98,667	21.4
8,661	11.0	24,206	14.5	44,992	18.0	102,255	21.5
8,823	11.1	25,514	14.6	45,724	18.1	106,114	21.6
8,991	11.2	26,972	14.7	46,480	18.2	110,275	21.7
9,166	11.3	28,607	14.8	47,261	18.3	114,776	21.8
9,347	11.4	30,075	14.9	48,069	18.4	119,660	21.9
9,536	11.5	30,400	15.0	48,905	18.5	124,978	22.0
9,732	11.6	30,733	15.1	49,770	18.6	130,791	22.1
9,937	11.7	31,072	15.2	50,667	18.7	137,171	22.2
10,151	11.8	31,419	15.3	51,597	18.8	144,206	22.3
10,374	11.9	31,775	15.4	52,561	18.9	152,000	22.4
10,607	12.0	32,138	15.5	53,562	19.0	160,686	22.5
10,851	12.1	32,509	15.6	54,602	19.1	170,425	22.6
11,106	12.2	32,889	15.7	55,684	19.2	181,420	22.7
11,374	12.3	33,279	15.8	56,809	19.3	193,932	22.8
11,655	12.4	33,677	15.9	57,980	19.4	208,297	22.9
11,950	12.5	34,085	16.0	59,200	19.5	224,960	23.0
12,260	12.6	34,504	16.1	60,474	19.6	244,522	23.1
12,587	12.7	34,932	16.2	61,803	19.7	267,810	23.2
12,932	12.8	35,372	16.3	63,192	19.8	296,000	23.3
13,296	12.9	35,822	16.4	64,644	19.9	330,824	23.4
13,682 14,090 14,524 14,985 15,476	13.0 13.1 13.2 13.3 13.4	36,284 36,759 37,246 37,745 38,259	16.5 16.6 16.7 16.8 16.9	66,165 67,760 69,433 71,190 73,039	20.0 20.1 20.2 20.3 20.4	374,934 432,616 500,000 Over 500,000	23.5 23.6 23.6

#### TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES - Continued

For premium not shown use the value for the next lawer premium stated in the table. \*If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 23.6% for thé first \$500,000 and 24.2% for the portion over \$500,000. NOTE:

5.

Policy Numbers

Estimated Standard Premium

Total

Applicable premium discount percentage based on total estimated advance standard premium: ......%

Premium \$

----Effective Date Expiration Date Audit Basis For attachment LG1-121-010461-188R to Policy No.

Issued to

. Jarwell PRESIDENT

LIBERTY MUTUAL INSURANCE COMPANY

SECRETARY

Countersigned by.....

Authorized Representative 15 Endorsement No.

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Form L-G 5002 (Texos) (7/1/66) LC LG LM LO Page 2

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE B - PROPERTY DAMAGE LIABILITY

#### EXCLUSION (Water Damage --- New York City)

It is agreed that the insurance does not apply to property damage to buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured and described below: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but this exclusion does not apply to property damage due to fire, to the use of elevators or to operations performed by independent contractors.

#### Description of Premises:

152 E. 46th St. New York, N.Y.

Code 0129A

LIBERTY MUTUAL INSURANCE COMPANY

ECHETARY

Countersigned by .....

G328 (10/1/66) LC LG LO LM NATEO IN LA A

Effective Date **Expiration Date** 

For attachment

issued to

to Policy No. 1G1-121-010461-188R

### Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 23 of 38

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

Coverage A-Bodily Injury Liability

Coverage B—Property Damage Liability

#### MOBILE EQUIPMENT

#### (Massachusetts Compulsory Liability Security Act)

it is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

- Except to the extent provided in paragraph 2, below, the insurance afforded by this policy does not apply either on a
  primary or excess basis to bodily injury or property damage with respect to which any insurance (regardless of amount) is
  afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the named
  insured.
- 2. If the only liability insurance applicable with respect to such **bodily injury** under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to **bodily injury** arising out of the operation or use of the **mobile equipment** other than solely for the purposes of transportation or locomotion.

LIBERTY MUTUAL INSURANCE COMPANY

Dun & Do - Trank L. Tourell

Premium \$ Effective Date Expiration Date Audit Basis For attachment to Policy No. IG1-121-010461-188R

Issued to

Countersigned by .....

Authorized Representative

G513 LF LG LO LM LX (10/1/66)

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# Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 24 of 38

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#### ACTION AGAINST COMPANY AMENDMENT (Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

Jour E.L - Isan

For attochment to Policy No. IG1-121-010461-188R Issued to

G512, A0013 AE AV AG LF LG LO LM LX Issued 10-1-66 101N750

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Countersigned by .....

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#### RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	1G2006A	No. 2
Interpretation of Notice of Accident Condition	102	No. 6
Deductible Property Damage Liability	102	No. 8

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farmel PRESIDENT

SECRETARY

Effective Date Expiration Date Audit Basis

Issued

For attachment to Policy No. IG1-121-010461-188R

Issued to

652

Louisiana

Countersigned by.....

AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 11

# Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 26 of 38

#### Watercraft Exclusion

It is agreed that Exclusion (d) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Aug. E. D E

Countersigned by		Countersigned by	
Effective Date Audit Basis	AUTHORIZED REPRESENTATIVE Expiration Date		AUTHORIZED REPRESENTATIVE
Premium \$ For attachment to Policy o Issued to	r Bond No. IG1-121-010461-18	38r	

Endorsement Serial No. 10

Work Units 1-

Issued

Sales Office & No.

### Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 27 of 38

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

> COVERAGE A - BODILY INJURY LIABILITY COVERAGE B - PROPERTY DAMAGE LIABILITY COVERAGE P --- PERSONAL INJURY LIABILITY

#### FOREIGN COVERAGE ENDORSEMENT

#### It is agreed that:

2

#### I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the nomed insured. As used herein "foreign based operations" means ()) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the monufacture, sale or distribution of goods or products at or from such premises.

#### II. INVESTIGATION; DEFENSE; SETTLEMENT -- FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

#### III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that partion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

Rates State of Fire

Premlum \$

**Effective Date** Expiration Date Audit Bosis For attachment to Policy No. 101-121-010461-188R

Issued to

L-G2001 (10/1/66) LC LG LM LO -

LIBERTY MUTUAL INSURANCE COMPANY

Janb L. Farwell President

PRESIDENT

SECRETARY

Countersigned by .....

Authorized Representative

#### Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 28 of 38

#### Deductible Property Damage Liability (Limited Form)

It is agreed that exclusion (i) of the policy jacket is amended to read as follows:

To Property Damage to (1) Property owned or occupied by or rented to the insured or

(2) Property used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for property damage liability applies subject to the following provisions:

- 1. \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any onc occurrence, and the company shall be liable only for the defference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
- 2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, . negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
- 3. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the deductible amount as has been paid by the company. P.D. Rate Per \$100 Remuneration Remuneration Code

Minimum Premium

This endorsement is executed by the company below designated by an entry in the box opposite its name. 🛿 LIBERTY MUTUAL INSURANCE COMPANY 🛛 🗆 LIBERTY MUTUAL FIRE INSURANCE COMPA.

Trank L. Jaurell

Countersigned by ....

776

Countersigned by\_

Muy E. Doo

AUTHORIZED REPRESENTATIVE

men hand L. Tauell

AUTHORIZED REPRESENTATIVE Effective Date Expiration Date Audit Basis Premium \$ Included on Premium Summary Schedule For attachment to Policy or Bond No. LG1-121-010461-188R Issued to

If any

8 Endorsement Serial No.

Work Units 1-

Issued

Sales Office & No.

### Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 29 of 38

#### EXCLUSION

#### (All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to bodily injury, personal injury or property damage arising out of

- (a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
- (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or

Miss

(c) goods or products manufactured at or distributed from such premises.

Description and Location of Premises

LIBERTY MUTUAL INSURANCE COMPANY

hand Z. awell 

PRESIDENT

SECRETARY

G301 (10/1/66) LC LG LM 100 C

Effective Date-

Expiration Date For attachment

Issued to

....

to Policy No. 1G1-121-010461-188R

Countersigned by.

Authorized Representative

Interpretation of Notice of Accident Condition

It is agreed that in event of an occurrence written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

.....

It is further agreed that this endorsement shall apply with respect to condition 4 indicated on the policy jacket.

### Amending Condition No. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective."

#### Failure to Disclose Hazards Existing on Effective Date of Policy

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name. E LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPA:

Expiration Date

Frank L. Taurell

AUTHORIZED REPRESENTATIVE

Muc E. L

Countersigned by\_\_\_\_

Countersigned by ....

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$

For attachment to Policy or Bond No. IG1-121-010461-188R Issued to

Endorsement Serial No. 6

Work Units 1 -

Issued

Sales Office & No.

#### Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 31 of 38

#### PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

#### 1. COVERAGE P - PERSONAL INJURY LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of **personal injury**, and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

(a) acts committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or agreement;

(c) advertising, broadcasting or telecosting activities conducted by or on behalf of the nomed insured;

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

#### 11. COVERAGE P - LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's partion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

#### III. COVERAGE P -- POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### IV. COVERAGE P -- DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule		
Limits of Liability	\$	100,000	each person aggregate
	\$	300,000	general aggregate

**Insured's Participation** 

to Policy No. IG1-121-010461-188R

Premium \$ Included on Premium Summary schedule

15% of Premises-Operations Premium - Annual ,

- -

Deposit

Code 9840

LIBERTY MUTUAL INSURANCE COMPANY

per cent

PRESIDENT

SECRETARY

issued to

**Effective Date** 

Expiration Date Audit Basis For attachment

Countersigned by .....

Endorsement No. 5

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L-G2004 (10/1/66) LC LG LM LO 115 A

ST. PIERRE (HBI) -281

Authorized Representative

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### Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 32 of 38

#### PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

#### I. COVERAGE P -- PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

(a) octs committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or agreement;

(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

#### II. COVERAGE P - LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all **damages** because of all **personal injury** to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of **personal injury** liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

#### III. COVERAGE P - POLICY PERIOD: TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### IV. COVERAGE P --- DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, molicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damoos "

	Schedule		
mits of Liebility	\$ \$	100,000 300,000	each person aggregate general aggregate

Insured's Participation

0

per cent

Premium \$ Included on Premium Summary Schedule

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See Attached

Effective Date Expiration Date Audit Basis For attochment to Policy No. LG1-121-010461-188R

Code 9840

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Farmel PRESIDENT

SECRETARE

issued to

L-G2004 (10/1/66) LC LG LM LO 

1 of 2

Endorsement No. 4

#### PERSONAL INJURY CONTINUED

It is agreed that the provisions of this endorsement do not apply to:

- (1) injury sustained by any person who is an employee of the named insured at the time of the offense causing the injury,
- (2) all fines and penalties other than punitive or exemplary penalties,
- (3) injury caused by the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured.
- (4) the basic nuclear energy liability exclusion

It is further agreed that the provisions of this endorsement apply only with respect to Contract with Protective Company at 156 E. 46th St., New York, N.Y.

Premium 🚛 Flat Charge

Attach to Endorsement No. 4

(2 of 2)

#### Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 34 of 38

#### AMENDATORY ENDORSEMENT

It is agreed that with respect to such insurance as is afforded under Coverage A Contractual Bodily Injury Liability, that malpractice, error or mistake in rendering or failing to render medical, surgical, dental X-ray, cosmetic, tonsorial or other professional or sanatory service treatment shall be deemed an occurrence and that all malpractice, error or mistake in rendering or omission of such services, or treatment to any one person shall be deemed one occurrence.

It is further agreed that such insurance as is afforded by this endorsement applies only with respect to liability assumed under contracts.

Rate - 10% of Contractual B.I. Premium

Minimum Premium

This endorsement is executed by the company below designated by an entry in the box opposite its name. E LIBERTY MUTUAL INSURANCE COMPANY 🗆 LIBERTY MUTUAL FIRE INSURANCE COMPAN

Countersigned by\_

Countersigned by,

AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$ Included on Premium Summary Schedule For attachment to Policy or Bond No. IG1-121-010461-188R Issued to

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 3

Work Linits Law

Issued

Sales Office & No.

#### Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 35 of 38

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A -- BODILY INJURY LIABILITY

COVERAGE B --- PROPERTY DAMAGE LIABILITY

### CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

#### (All Written Contracts Except Incidental Contracts)

#### It is agreed that:

#### I CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the named insured under an insured contract, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the indemnitee which the named insured is required to defend by the specific The company will defend any claim of suit against the information which the hands insured is required to defend by the spectric terms of an insured contract, but only to the same extent and on the same terms as if the indemnitee were the insured under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks demoger for which the indemnities is legally entitled to indemnification under the insured contract, (2) the policy covers such demoges and (3) the applicable limit of the company's liability with respect to such demoger has not been exhausted by payment of judgments or settlements.

#### II. EXCLUSIONS

All exclusions, including exclusion (e), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the named insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services;
- (3) to any agreement (a) to pay for property damage to property owned by, rented to or used by the indemnitee arising out of operations performed for the nemed insured by the indemnitee or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the semed insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any corrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar. lor law.

#### III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitee" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract made prior to the occurrence giving rise to the bodily injury or property damage with respect to which indemnification is claimed, but insured contract does not include (1) on incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warrranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

#### IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent, provided the company is entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any orbitration proceedings.

#### V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—to "each person" and "each occurrence" and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all demoges because of all property demage for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

L-G2006a (11/1/66) LC LG LM LO Poge I of 3 4.4

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# Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 36 of 38

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#### Schodala

Limit	of	Liabi	lity
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If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Liability Hozards."

		6.1	Premium	Rotes		Advance Premium	
Classification	Code	Bases	B.I.	P.D.	B.1.	P.D.	
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Premium \$ Included on Premium Summary Schedule

to Policy No.- IG1-121-010461-188R----

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Jawell President Bring a R

SECRETARY

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L-G2006a (11/1/66) LC LG LM LO Page 2 of 13

Effective Date **Expiration Date** Audit Basis For attachment

issued to

Countersigned by \_

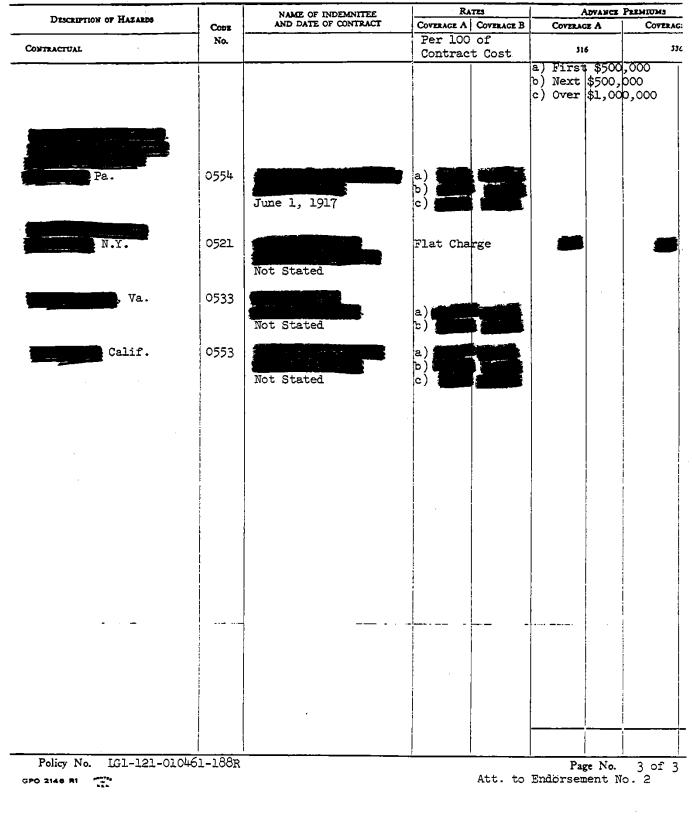
Authorized Representative

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# Case 24-32428-KLP Doc 86-36 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 36 Page 37 of 38

Item 4.	Declarations - Schedule.
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#### Amendatory Endorsement

It is agreed that Item 1, Named Insured, is amended to include but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name. ☑ LIBERTY MUTUAL INSURANCE COMPANY 🗆 LIBERTY MUTUAL FIRE INSURANCE COMPA.

Countersigned by.

Countersigned by.

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$ For attachment to Policy or Bond No. IG1-121-010461-188R Issued to

Expiration Date

Endorsement Serial No. 1

Work Hoirs 1-

Issued

Sales Office & No.

		ed 07/30/24 E 37 Page 1 o	Entered 07/30/24 f 39	4 15:11:49	Desc
t		•••••		<b>X</b>	
DECL	ARATIONS <b>MUT</b> INSURAL			REHENSIVE G ABILITY POL	
Policy No. LG1-12	TD Code Sales Office 1-010461-189R 23 N.Y.	Code Sa 202	lesman Martella	Code N/R 7675 2	lst Year 37
	Named Insured Hopeman Brothers Inc. an	d			<u></u>
	Address 156 E. 46th St., New York, N.Y	. 10017	. •		
	The named insured is: Individual [], Partnership	o, Corporation	🔀, Other 🗌		
	Business of named insured is: Contracting				
Item 2.	Mo. Day Policy Period: From L L 12:01 A.M., standard time at the	Year 69 to address of the name	Mo. Day l l ed insured as stated	Year 70 herein.	·
	Audit Basis: At Expiration [], Annual [], Ser	mi-Annual [], Qua	arteriy 🔲, Monthly	🗙, Flat Cha	rge
Item 3.	The insurance afforded is only with respect to such arge or charges. The limit of the company's liab all the terms of this policy having reference thereto	oility against each su	Coverages as are inc ich Coverage shall be	licated by speci as stated herei	fic premium n, subject to
	COVERAGES	LIMITS O	F LIABILITY ·	ADVANCE PI	REMIUMS
	A-BODILY INJURY LIABILITY	\$ 100,000	each person	\$	Ł
	K-DODIER INJOKT EIKEIMITT	\$ 300,000	each occurrence		
		\$ 300,000	aggregate		
	B - PROPERTY DAMAGE LIABILITY	\$ 100,000	each occurrence	\$	•
		\$ 100,000	aggregate		
Item 4.	MISCELLANEOUS CHARGES	As per End. No.	(s) 2,3,5 & 8	\$	<b></b>
		Advance Prer	ium		
		Premium Disc	ount		
					EXHIBIT
					27
-	- Discount	ed-TOTAL-ADVA	NCE-PREMIUM -	-\$- <b>*****</b>	. 51
	The premium for this policy is payable \$ on the second anniversary.	in advance, Ş	on first and	niversary and \$	
ltem 5.	The declarations are completed on the attached sch	hedules designated '	'General Liability H	azards"	
The polic	ry, including all endorsements issued therewith, is her	reby countersigned b		ized Representative	1/3-
Work Units	1-29-69	Home State   Pol. H.G.	Renewal of		nting Entry
_ <u>175</u>		<u>Califls</u>	161-121-010461	-1001 Dividend	

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# Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 2 of 39

• • •

CODE NO.

SCRIPTION OF HAZARDS	RATING CLASSIFICATIONS	Code No
emises.	Buildings or Premises	0129A
perations	Boat or Ship Building	2464A
	Sash, Door or Assembled Millwork Mfg.	2464B
	Fireproof Equipment Mfg.	2457
	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or Fixtures Installation in Offices or Stores	5146
	Carpentry	5437
<u>.evators</u>	office or Bank Building Elevators in buildings occupied above grade floor by the insured exclusively	033
<u>oducts</u>	Completed Operations: Carpentry Construction	1203
mtractual	Construction Agreements - indemnification of owners Intermediate form contracts	0554
	Limited form contracts	0553
	Contractual Liability - N.O.C.	0521
	Broad Form Contracts	0555
Policy No. LG1-3	21-010461-189R Page No.	1
-		-

## Item 5. Declarations --- Schedule -- General Liability Hazards

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Case 24-32428-KLP Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 3 of 39

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# Premium Summary Schedule

NO.	HAZARDS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES			
1	OPERATIONS			
2	ELEVATORS			
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS Completed Operations			
	CONTRACTUAL			
	PERSONAL INJURY End. 5 9840			
	DELETION OF CARE CUSTODY AND CONTROL			
	MALPRACTICE			
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Policy I Issued t GPO 2144	o	Annual Premium	·	Page No. 2

Case 24-32428-KLP Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 4 of 39

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# Premium Summary Schedule

١0.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES			
1	OPERATIONS			
2	ELEVATORS			
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS — Completed Operations			
	CONTRACTUAL END. 2			
	PERSONAL INJURY END. 5			
	DELETION OF CARE CUSTODY AND CONTROL END. 8			
	MALPRACTICE END. 3			
	TOTAL DEPOSIT PREMIUM			
	Deposit Premium Subject to Discourt			
	Premium Discount			
	Discounted Premium			
	La. Premium Not Subject to Discount	;		
	Discounted TOTAL ADVANCE PREMIUM			
Policy Issued : PO 2144	10	Deposit Premium		Page No.

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· · · · · · · · · · · · · · · · · · ·	TERR. PREMIUM BASES KEY		R	TES	Adva	NCE PREMIU	мs		
DESCRIPTION OF HAZARDS	Terr.		REMIUM DASES NET	COVERACE A COVERAGE B		COVERACE A		VERAGE	
remises — Operations	Code No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (c)		(1) PER \$100 REMUMERATION (b) PER 100 SQ. FT. OF AREA (c) PER LIMEAR FT. OF FRONTAGE (d) PER UNIT (e)		MO 311 CO 312 OL & T 313	č		
		BASIS							
52 E. 46th St. w York, N.Y.	01 0129A	. Ъ						•	
			ater New York					_	
54-156 E. 46th St. w York, N.Y.	0 <u>1</u> 2457	a	If Any						
	2464		If Any						
	2464E	3	If Any						
	3457		If Any						
								_	
	3759		Tel Arren					-	
	5146		If Any						
	5437		If Any				ļ		
		<u>Y. s</u>	<u>tate Remainder</u>						
	<u>02</u> 2457		If Any			· .			
	2464A		If Any						
	2463E	3	If Any						
	3457		If Any						
	3759		If Any						
	51.46		If Any						
	5437		If Any						
			-						
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( = MINIMUM PREMIUM	ĺ								

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Item 5. Declarations - Schedule - General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	Premium Bases Key	RATES	ADVANCE COVERACE A	PREMIUMS COVERAGE
PREMISES — OPERATIONS	Code No.	(a) REMUMERATION (b) SQ. FT. OF AZEA (c) LINEAR FT. OF FRONTACE (d) UNIT (c)	(a) PER 2100 REMUMERATION (b) PER 100 SQ. FT. OF ARLA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (c)	MO 314 CO 312 X OL & T 313	CONTRACT
		BASIS			
		State of Ala.			
	3457	a If Any			
	3759	If Any			
	5437	If Any			
		State of Calif.			
	12				
	2457	If Any			
	2464 <u>A</u>	If Any		Ĺ	
Diego	246 <u>4</u> B	If Any			
•	3457				
	3759	If Any			
	5146	If Any			
	5437	If Any			
		State of Ga.			
	2457	If Any			
annah	5437				
a1111a11					
I = MINIMUM PREMIUM					
Policy No. IG1-121-010461-3 PO 2745 R1 USA				Page No.	5

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Item 5. Declarations - Schedule - General Liability Hazards

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DESCRIPTION OF HAZARDS	TERR.	Premium Bases Key	RATES COVERACE A COVERACE B	ADVANCE I COVERACE A	COVERACE
remises Operations	Code No.	(2) REMUNIZATION (b) SQ. FT. OF AREA (c) Linear FT. OF FRONTAGE (d) UNIT	(a) PER SIDO REMUNERATION (b) PER 100 Sc. FT. of AREA (c) PER LINZAR FT. OF FRONTAGE (d) PER UNIT (e)	MO 311 CO 312X OL & T 313	COVERAGE
<u> </u>		(e) Basis	(e)	· · · · · · · · · · · · · · · · · · ·	
		a			
	<u>s</u>	tate of Ia.			
	3457	If Any			
	3759	If Any			
	5437				
	S	tate of Maine			
	3759	If Any			
	5437	If Any			
	s	tate of Md.			
	2457	If Any			
	2464A	If Any			
	2464B	If Any			
	3457	If Any			
	3759	If Any			
	5146	If Any			
	5437				
	<u>S</u>	tate of Mass.		-	
	3759	If Any			
	5437	If Any			
					·
		1			
= Мілімим Ркеміим Policy No. IGI-121-010461-18 PO 2745 Ri USA		<u>!</u>		Page No.	

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Item 5. Declarations --- Schedule --- General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES COVERACE A COVERAGE B	Advance Coverage A	Premiums Coveragi
Premises — Operations	Code No.	(a) Remuneration (b) So. Ft. of Area (c) Linkar Ft. of Frontage (d) Unit (c)	(a) PEE SIOO REMUMERATION (b) PEE SIOO REMUMERATION (b) PEE 100 SQ. FT. OF AREA (c) PEE LINEAE FT. OF FRONTAGE (d) PEE UMIT (c)	MO 311 CO 312 X OL & T 313	Coveragi
···· · · · · · · · · · · · · · · · · ·		BASIS			
	<u>s</u> -	tate of N.J.			
	2457	If Any			
	2464A	If Any			
	2464B:	If Any			
	3457	If Any			
	3759	If Any			
	5146	If Any			
	5437	If Any			
	S	ate of Pa.			
	2457	. If Any			
	2464A	If Any			
	2464B	If Any			
	3457				4
	3759	If Any			-
	5146	If Any			
	5437	If Any			
- · · · -					
			<b>m</b> .		
= MINIMUM PREMIUM					
Policy No. IGL-121-01046 PO 2745 R1 USA	1-189R			Page No.	7

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	<u>.</u>					•	
Item 5.	Decla	rations –	– Schedule —	- General Liab	bility Hazard	ls	



DESCRIPTION OF HAZARDS	TERR.	Prem	ium Bases Key		ATES COVERAGE B	Adva Coverace A	NCE PREMIUMS	_	
remises — Operations	Codf No.	(a) REDITU (b) SQ. F (c) LINEA (d) UNIT	NERATION T. OF AREA R.F.T. OF FRONTAGE	(2) PER \$100 I (b) PER 100 SC (c) PER LINEAR (d) PER UNIT	COVERAGE B REMUNERATION 2. FT. OF AREA L FT. OF FRONTAGE	MO 311 CO 312 OL & T 317		COVERAGE B	
		(e) Basis	·	(e)			_		
		a				-			
	st	ate of	Tex.						
	2457		If Any						
	2464A		If Any						
	2464B		If Any						
· <b>-</b>	3457		If Any						
	3759		If Any						
,	5146		If Any						
	5437		If Any						
	St	ate of	Va.						
	2457		If Any						
	2464A		If Any						
	2464E		If Any						
	3 <sup>1</sup> +57		If Any						
	3759		If Any						
	5146		If Any						
	5437							4	
		Estima	ated Operati	ons Premi	12m				
	Depos	it	¥ - · · -					( <b>6</b> 1)	
	Total	Premis	ses - Operat	Jons Frem	า้าวาก				
-	Total	Deposi	Lt					: 	
-					· · · ·			· <u> </u>	
					-				
						.			
			•						
= Minimum Premium					.  -				
olicy No. <u>IG1-121-010461</u> 70 2745 R1 <sup>Pelmed</sup> USA	 -169R				<u> </u>	Page N			

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RATES

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Item 5. Declarations - Schedul	e — Gen	eral Liability Hazards	
DESCRIPTION OF HAZARDS	Code	PREMIUM BASIS	Cover

DESCRIPTION OF HAZARDS	Code	PREMIUM BASIS			COVERAGE B	COVERACE A	COVERACE E
ATORS	No.		No.	Per E	LÉVATOR	315	
156 E. 46th St. York, N.Y.	033		l				
ducts - Completed Op	perations	Receipts		Per \$1,	000 Recei	ots 310	
f.	1203						
	1203						
	1203						
	1203						
Other States	1203						
		Estimated Annua Deposit	l Pren	ri um			
		×					
	-						
					-		
MINIMUM PREMIUM Dicy No. IG1-121-01046	1			 		Page No.	9

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ADVANCE PREMIUMS

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MISCELLANEOUS	CHANGE	ENDORSEMENT.
10		<b>``</b>

(General Liability)

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The policy declarations are amended by the changes entered below:

Change A — Policy Period: From To

Change B -- Location:

Change C Hazard(s)				Cc	overage Code	: B.I.	313	
	Terr.	Premium Bases	Annua	l Rates		Advance	Premiums	-
	Code				Additional			
•	No.		Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage B
is agreed that clusion Water Damage w York City Endorsement . 4 is eliminated					•			
2 E. 46th St. v York, N.Y.	0129A							
						_		
							•	
						5		
- · · ·								
í — Minimum Premium								<u></u>
If Policy Period more that On effective date of policy		, premium is pa 1st Anniver		2nd	Anniversary		<u> </u>	
ljustment of premium shall be		·	<u> </u>			•	ly [7], Flat C	harge 🗌
	.dditiona			<u>`</u>	odic Paymer		<u> </u>	
Expiration Date 1-	1-69 1-70					_		
Audit Basis 8 For attachment to Policy No. IGL	-121-010	)461-189R <u>1</u>	D23	Libe	RTY MUTU	al Insurai	nce Compa	NY
<b>.</b>		rs Inc. etal	.923	Bi	uu E. Doon	an Jan	b L. Jaune	ll
Work Units			Countersig	gned by.	W A	prace	- <i>áb</i> -	2
L-G 6006 (3-15-67) Printed in	Issue U.S.A.	d lc 5-28-69	) Sales C	Office and N	<sup>م</sup> ئ 202 ِ ٥٠	THORIZED REPR End. S	esentative Serial No.	19

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		· .		•. •
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### Amendatory Endorsement

It is hereby agreed that Exclusion (f) of the policy is hereby eliminated.

Flat Charge

Pro Rata premium

for period 5-9-69 to 1-1-70.

•

This endorsement is executed by the company below designated by an entry in the box opposite its name. ☑ LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bur & Booman Trank L. Tourell _	_ Buc & Booma	- Frank L. Saurell
Countersigned by. AUTHORIZED REPRESENTATIVE Effective Date 5-9-69 Expiration Date Audit Basis 8	Countersigned by	AUTHORIZED REPRESENTATIVE
Premium \$ 81. additional For attachment to Policy or Bond No. IG1-121-010461-189 Issued to Hopeman Brothers Inc. etal	R TD23	
	Endorsement Ser	ial No. 18

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· · · · ·			<u>-</u> .	
•	•		۲	
•				·
	AMENDATO	RY ENDORSEM	IENT	
It is agreed that the Policy i	s amended as indicated by	v typed entries hereunder	:	
Policy Number to re	2d:			
📑 Name: Add: 🌉	Fur	nd, Inc.		
Address:				
🗌 Legal Status: 🔲 In	ndividual 🔲 Partnershij	p [] Corporation []	(Other)	
Delicy Period: From	۵	to	12:01 A.	M. Standard Tim
∐ Loss Payee: The int	erest of the following Los			
Locations:				
This endersonant is evenue.	I be the company below d	locionated has an on-	abo barranaina ina a	
This endorsement is executed				
E LIBERTY MUTUAL IS	SURANCE COMPANY	🗌 LIBERTY MU	TUAL FIRE INSURA	NCE COMPANY
E LIBERTY MUTUAL IS		🗌 LIBERTY MU		NCE COMPANY
Effective Date 1-1-69 Expiration Date1-1-70 Audit Basis 8 For attachment	SURANCE COMPANY Trank L. Taurell Passer	🗌 LIBERTY MU	TUAL FIRE INSURA	NCE COMPANY
Eliberty MUTUAL IN Summer Effective Date 1-1-69 Expiration Date1-1-70 Audit Basis 8 For attachment to Policy No. IG1-121-0	NSURANCE COMPANY Janb L. Jacolt Product 2010461-189R	🗌 LIBERTY MU	TUAL FIRE INSURA	NCE COMPANY
Eliberty MUTUAL IN Summer Effective Date 1-1-69 Expiration Date1-1-70 Audit Basis 8 For attachment to Policy No. IG1-121-0	SURANCE COMPANY <i>Trank L. Yacuell</i> Passer Passer 010461-189R others Inc. and	🗌 LIBERTY MU	TUAL FIRE INSURA	NCE COMPANY

### PREMIUM DISCOUNT ENDORSEMENT

#### (Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

- 1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
- 2. The following elements of the Total Standard Premium are not subject to discount:
  - (a) Any premium for insurance in the the state of Louisiana;
  - (b) Any premium for Automobile Bodily Injury Liability insurance in the Commonwealth of Massachusetts;
  - (c) Any premium subject to retrospective rating.
- 3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
- 4. The provisions of this endorsement shall not apply to New York premium in the event such premium is less than \$100.
- 5. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
- 6. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS ESTIMATED STANDARD PREMIUM IG1-121-010461-209R (Wayne Manufacturing Corporation) AE1-121-010461-169 (Hopeman Brothers Inc.) Canada IG1-121-010461-159 (Hopeman Bros. Inc., etal.) IG1-121-010461-239R IG1-121-022356-029R

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Issued to

2237

(11-23-59)

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Effective Date Expiration Date Audit Basis For attachment to Policy No. IG1-121-010461-189R

President

SECRETARY

Countersigned by

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 16

Issued

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# TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S PLAN OF OPERATION

It is agreed that the premium pertaining to Texas General Liability and Medical Payments insurance determined under the provisions of the policy other than this endorsement shall be modified at the time of computation of the dividend applicable thereto, if any, declared by the board of directors, by applying the applicable adjustment factor stated in the Table of Adjustment Factors, and the dividend percentage fixed and determined by the board of directors shall be applied to such modified premium.

#### TABLE OF ADJUSTMENT FACTORS

The term "Standard Premium" shall mean the premium, to the nearest dollar, for General Liability and Medical Payments insurance computed in accordance with the provisions of the policy, other than this endorsement, and exclusive of the application of any retrospective rating plan or any premium discount endorsement.

The following adjustment factors apply subject to a maximum factor of 1.000 divided by the difference between 1.000 and the dividend rate expressed as a decimal.

Standard Premium	Adjustment Factor	Standard Premium	Adjustment Factor
\$ 1,000 - \$ 1,999	1.010	\$ 15,000 - \$ 19,999	1.060
2,000 — 2,999	1.020	20,000 - 24,999	1.065
3,000 — 3,999	1.025	25,000 29,999	1.065
4,000 — 4,999	1.030	30,000 - 34,999	1.070
5,000 - 5,999	1.035	35,000 — 39,999	1.075
6,000 — 6,999	1.040	40,000 44,999	1.080
7,000 — 7,999	1.045	45,000 49,999	1.085
· 8,000 — 8,999	1.050	50,000 - 74,999	1.090
9,000 — 9,999	1.050	75,000 - 99,999	1.095
. 10,000 — 12,499	1.055	100,000 - 249,999	1,100
12,500 - 14,999	1.060	250,000 and over	1.105

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

SECRETARY

Countersigned by .....

Authorized Representative

Endorsement No. 15

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. ICI-121-010461-189R

#### Issued to

Form L-G 5001 (Texos) (7/1/66) LC LG LM LO

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#### PREMIUM DISCOUNT ENDORSEMENT — TEXAS (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

- Texos General Liability Standard Premium. Such premium pertaining to Texos computed in accordance with the provisions
  of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texos General Liability Standard Premium.
- 2. Total Standard Premium for All States. The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

#### 3. Premium Discount - Texas.

4.

- (a) For policy periods of one year or less The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
- (b) For policy periods of more than one year The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
  - (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

				·			
Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Llability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- contage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	0.0%	\$1,392	2.5%	\$2,320	5.0%	\$5,274	7.5%
1,006	0.1	1,415	2.6	2,384	5.1	5,334	7.6
1,018	0.2	1,439	2.7	2,451	5.2	5,395	7.7
1,030	0.3	1,463	2.8	2,522	5.3	5,457	7.8
1,042	0.4	1,488	2.9	2,598	5.4	5,521	7.9
1,055	0.5	1,514	3.0	2,677	5.5	5,586	8.0
1,068	0.6	1,540	3.1	2,762	5.6	5,653	8.1
1,081	0.7	1,568	3.2	2,853	5.7	5,722	8.2
1,095	0.8	1,597	3.3	2,950	5.8	5,792	8.3
1,109	0.9	1,627	3.4	3,053	5.9	5,864	8.4
1,123	1.0	1,658	3.5	3,164	6.0	5,938	8.5
1,138	1.1	1,690	3.6	3,284	6.1	6,013	8.6
1,153	1.2	1,723	3.7	3,412	6.2	6,091	8.7
1,168	1.3	1,758	3.8	3,552	6.3	6,170	8.8
1,184	1.4	1,794	3.9	3,703	6.4	6,252	8.9
1,200	1.5	1,832	4.0	3,867	6.5	6,336	9.0
1,217	- 1.6	1,871	4.1	4,047	6.6	6,422	9.1
1,235	- 1.7	-1 <del>,913</del>	4.2	-4,244	6.7	6,511	9.2
1,252	1.8	1,956	4.3	4,462	6.8	6,602	9.3
1,271	1.9	2,000	4.4	4,703	6.9	6,696	9.4
1,289	2.0	2,048	4.5	4,972	7.0	6,792	9.5
1,309	2.1	2,097	4.6	5,049	7.1	6,891	9.6
1,329	2.2	2,149	4.7	5,103	7.2	6,993	9.7
1,349	2.3	2,203	4.8	5,159	7.3	7,098	9.8
1,371	2.4	2,260	4.9	5,216	7.4	7,207	9.9

# TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES (General Liability)

(Continued on page 2)

Form L-G 5002 (Texas) (7/1/66) LC LG LM LO Page I

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Total Standard Premium (See Note)	Premium Discount Per- centage-Applicable to Texas General Liability Standard Premium	Tetal Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)-	(2)	(1)	(2)
\$ 7,318	10.0%	\$ 16,000	13.5%	\$38,787	17.0%	\$ 74,987	20.5 %
7,434	10.1	16,562	13.6	39,329	17.1	77,042	20.6
7,552	10.2	17,164	13.7	39,887	17.2	79,212	20.7
7,675	10.3	17,812	13.8	40,461	17.3	81,508	20.8
7,802	10.4	18,510	13.9	41,052	17.4	83,941	20.9
7,933	10.5	19,266	14.0	41,660	17.5	86,524	21.0
8,069	10.6	20,086	14.1	42,286	17.6	89,270	21.1
8,209	10.7	20,978	14.2	42,932	17.7	92,197	21.2
8,354	10.8	21,954	14.3	43,597	17.8	95,323	21.3
8,505	10.9	23,025	14.4	44,284	17.9	98,667	21.4
8,661	11.0	24,206	14.5	44,992	18.0	102,255	21.5
8,823	11.1	25,514	14.6	45,724	18.1	106,114	21.6
8,991	11.2	26,972	14.7	46,480	18.2	110,275	21.7
9,166	11.3	28,607	14.8	47,261	18.3	114,776	21.8
9,347	11.4	30,075	14.9	48,069	18.4	119,660	21.9
9,536	11.5	30,400	15.0	48,905	18.5	124,978	22.0
9,732	11.6	30,733	15.1	49,770	18.6	130,791	22.1
9,937	11.7	31,072	15.2	50,667	18.7	137,171	22.2
10,151	11.8	31,419	15.3	51,597	18.8	144,206	22.3
10,374	11.9	31,775	15.4	52,561	18.9	152,000	22.4
10,607	12.0	32,138	15.5	53,562	19.0	160,686	22.5
10,851	12.1	32,509	15.6	54,602	19.1	170,425	22.6
11,106	12.2	32,889	15.7	55,684	19.2	181,420	22.7
11,374	12.3	33,279	15.8	56,809	19.3	193,932	22.8
11,655	12.4	33,677	15.9	57,980	19.4	208,297	22.9
11,950	12.5	34,085	16.0	59,200	19.5	224,960	23.0
12,260	12.6	34,504	16.1	60,474	19.6	244,522	23.1
12,587	12.7	34,932	16.2	61,803	19.7	267,810	23.2
12,932	12.8	35,372	16.3	63,192	19.8	296,000	23.3
13,296	12.9	35,822	16.4	64,644	19.9	330,824	23.4
13,682 14,090 14,524 14,985 15,476	13.0 13.1 13.2 13.3 13.4	36,284 36,759 37,246 37,745 38,259	16.5 16.6 16.7 16.8 16.9	66,165 67,760 69,433 71,190 73,039	20.0 20.1 20.2 20.3 20.4	374,934 432,616 500,000 Over 500,000	23.5 23.6 23.6

NOTE: For premium not shown use the value for the next lower premium stated in the table. \*If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 23.6% for the first \$500,000 and 24.2% for the portion over \$500,000.

5. Policy Numbers

Estimated Standard Premium

LIBERTY MUTUAL INSURANCE COMPANY

Applicable premium discount percentage based on total estimated advance standard premium: ......%

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. IG1-121-010461-189R

issued to

Countersigned by.....

Authorized Representative

Endorsement No. 14

Form L-G 5002 (Texas) (7/1/66) LC LG LM LO

ST. PIERRE (HBI) -322

awell

SECRETARY

PRESIDENT

Total

#### Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 18 of 39

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

### Coverage A-Bodily Injury Liability

Coverage B—Property Damage Liability

### MOBILE EQUIPMENT

### (Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to bodily injury and property damage arising out of the ownership, maintenance, use, loading or unloading of any mobile equipment with respect to which insurance is required of the named insured under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

- 1. Except to the extent provided in paragraph 2. below, the insurance afforded by this policy does not apply either on a primary or excess basis to bodily injury or property damage with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the named insured.
- 2. If the only liability insurance applicable with respect to such bodily injury under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to bodily injury arising out of the operation or use of the mobile equipment other than solely for the purposes of transportation or locomotion.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Effective Date **Expiration** Date Audit Basis For attachment to Policy No. IG1-121-010461-189R

Issued to

and the form

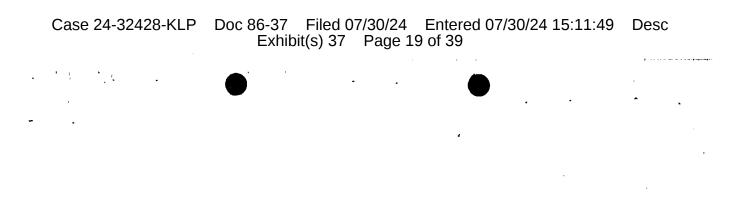
Countersigned by

G513 LF LG LO LM LX (10.73.766)

Issued

Authorized Representative

Endorsement No. 13



### ACTION AGAINST COMPANY AMENDMENT (Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

For attachment to Policy No. IG1-121-010461-189R Issued to

Authorized Representative

Dun E. K

LIBERTY MUTUAL INSURANCE COMPANY

Countersigned by .....

G512, A0013 AE AV AG LF LG LO LM LX Issued 10-1-66

Endorsement No. 12

- Trank L. Tau

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#### Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 20 of 39

### **RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT**

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	IG2006b	No. 2
Interpretation of Notice of Accident Condition	102	No. 6
Deductible Property Damage Liability	102	No. 8

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

UI AU Secretary

AUTHORIZED REPRESENTATIVE

Sales Office and No.

Countersigned by

End. Serial No.

Effective Date Expiration Date\_ Audit Basis

For attachment to Policy No. 1G1-121-010461-189R

Issued to

652 Louisiana ₩<sup>нінт</sup>ео |N Қ<u>т</u>ь

Issued

ST. PIERRE (HBI) -325

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Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 21 of 39

Watercraft Exclusion

It is agreed that Exclusion (d) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name. S LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPAN

14 6. 0Uua E Countersigned by Countersigned by AUTHORIZED REPRESENTATIVE

Effective Date

Audit Basis

Expiration Date

AUTHORIZED REPRESENTATIVE

Premium \$ For attachment to Policy or Bond No. LG1-121-010461+189R Issued to

> Endorsement Serial No. 10

#### Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 22 of 39

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A - BODILY INJURY LIABILITY COVERAGE B -- PROPERTY DAMAGE LIABILITY COVERAGE P --- PERSONAL INJURY LIABILITY

### FOREIGN COVERAGE ENDORSEMENT

### It is agreed that:

### . POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

### II. INVESTIGATION; DEFENSE; SETTLEMENT -- FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

### III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance. whether on a primary, excess or contingent basis.

Code 3759

Rates State of Hire

Premium \$

**Effective Date** Expiration Date Audit Basis For attachment to Policy No. IG1-121-010461-189R

issued to

L-G2001 (10/1/66) LC LG LM LO

LIBERTY MUTUAL INSURANCE COMPANY

L. Farwell

PRESIDENT

SECRETARY

Countersigned by

9

Authorized Representative

Endorsement No.

### Deductible Property Damage Liability (Limited Form)

It is agreed that exclusion (i) of the policy jacket is amended to read as follows:

- To Property Damage to
- (1) Property owned or occupied by or rented to the insured or
- (2) Property used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for property damage liability applies subject to the following provisions:

- 1. \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
- 2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
- 3. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the deductible amount as has been paid by the company. PD Bate Minimum

				r.D. vale		
	Code	Remuneration	Per	\$1.00 Remuneration	n Premium	
	776	If Any				
This endorsem	ent is executed	l by the company below desig	nated by	an entry in the box oppo	site its name.	
		INSURANCE COMPANY	•		JAL FIRE INSURAN	CE COMPANY
Bun 6.	Goorman_	Trank L. Towell		- Buc & Boon	wan Irant L.	Jaurell-
Countersigned 1	y Cl	1 speacht	0) 1.	Sountersigned by		L'ALMONYT
Effective Date Audit Basis		AUTHORIZED REPRESENTATIVE Expiratio	n Date		AUTHORIZED REPRESENT	ATIVE
Premium \$ ]	Included o	n Premium Summary So	chedula	<u>,</u>		
		Bond No. IG1-121-0101				

Endorsement Serial No. 8

### P Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 24 of 39

### EXCLUSION

### (All Hezords in Connection with Designated Premises)

It is agreed that the insurance does not apply to bodily injury, personal injury or property damage arising out of

- (a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
- (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or

Mass

(c) goods or products manufactured at or distributed from such premises.

Description and Location of Premises

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

CRETARY

Countersigned by

G301 (10/1/66) LC LG LM

Effective Date

Expiration Date

For attachment

Issued to

to Policy No. IG1-121-010461-189R

Authorized Representative

Endorsement No. 7

### Case 24-32428-KLP Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 25 of 39

### Interpretation of Notice of Accident Condition

It is agreed that in event of an occurrence written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 4 indicated on the policy jacket.

### Amending Condition No. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective.'

### Failure to Disclose Hazards Existing on Effective Date of Policy

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name. & LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Countersigned by Countersigned by\_ AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE Effective Date Expiration Date Audit Basis Premium \$

For attachment to Policy or Bond No. IG1-121-010461-189R Issued to

> Endorsement Serial No. 6

### Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 26 of 39

### PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

### I. COVERAGE P - PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on occount of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

### Exclusions: This coverage does not apply to personal injury arising out of:

(a) acts committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or agreement;

(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

### 11. COVERAGE P - LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all **damages** because of all **personal injury** to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of **personal injury** liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

### III. COVERAGE P --- POLICY PERIOD; TERRITORY

This policy also applies to **personal injury** which occurs during the policy period within the **policy territory**; provided, however, that **personal injury** arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

### IV. COVERAGE P - DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule		
Limits of Liability	\$	100,000	each person aggregate
	\$	300,000	general aggregate

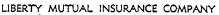
Insured's Participation

per cent

15% of Fremises-Operations B.I. Premium - Annual Deposit

0

Code 9840



Premium \$ Included on Premium Summary schedule

Effective Date Expiration Date Audit Basis For attachment to Policy No. IG1-121-010461-189

Issued to

PRESIDENT

11 14 SECRETARY

6 Authorized Representative

Countersigned by

L-G2004 (10/1/66) LC LG LM LO

Endorsement No. 5

Case 24-32428-KLP Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49

Exhibit(s) 37 Page 27 of 39

Desc

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE B - PROPERTY DAMAGE LIABILITY

### EXCLUSION

(Water Damage - New York City)

It is agreed that the insurance does not apply to property damage to buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured and described below: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but this exclusion does not apply to property damage due to fire, to the use of elevators or to operations performed by independent contractors.

### Description of Premises:

152 E. 46th St. New York, N.Y. Code 0129A

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

TARY

Authorized Representative

4

Countersigned by

G328 (10/1/66) LC LG LO LM

Effective Date

**Expiration Date** 

For attachment

Issued to

to Policy No. IG1-121-010461-189R

Endorsement No.

### AMENDATORY ENDORSEMENT

It is agreed that with respect to such insurance as is afforded under Coverage A Contractual Bodily Injury Liability, that malpractice, error or mistake in rendering or failing to render medical, surgical, dental X-ray, cosmetic, tonsorial or other professional or sanatory service treatment shall be deemed an occurrence and that all malpractice, error or mistake in rendering or omission of such services, or treatment to any one person shall be deemed one occurrence.

It is further agreed that such insurance as is afforded by this endorse-

Rate - 10% of Contractual B.I. Premium

Minimum Premium

This endorsement is executed by the company below designated by an entry in the box opposite its name.

ILIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Expiration Date

- - ---

Countersigned by. Effective Date

Audit Basis

Countersigned by.

AUTHORIZED REPRESENTATIVE

Premium \$ Included on Premium Summary Schedule For attachment to Policy or Bond No. IG1-121-010461-189R Issued to

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 3

### Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 29 of 39

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

### COVERAGE A - BODILY INJURY LIABILITY

COVERAGE B - PROPERTY DAMAGE LIABILITY

### CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

### (All Written Contracts Except Incidental Contracts)

It is agreed that:

### I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the **named insured** under an **insured contract**, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the **indemnitee** which the **named insured** is required to defend by the specific terms of an **insured contract**, but only to the same extent and on the same terms as if the **indemnitee** were the **insured** under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks **damages** for which the **indemnitee** is legally entitled to indemnification under the **insured contract**, (2) the policy covers such **damages** and (3) the applicable limit of the company's liability with respect to such **damages** has not been exhausted by payment of judgments or settlements.

#### 11. EXCLUSIONS

All exclusions, including exclusion (e), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the named insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an insured contract, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.
- (3) to any agreement (a) to pay for property damage to property owned by, rented to or used by the indemnitee arising out of operations performed for the named insured by the indemnitee or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the named insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the indemnitee is an employee of the named insured, to pay on behalf of or to indemnify the indemnitee with respect to bodily injury sustained by a fellow employee arising out of and in the course of his employment by the named insured.

### III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitee" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract made prior to the occurrence giving rise to the bodily injury or property damage with respect to which indemnification is claimed, but insured contract does not include (1) an incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

### IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the **insured** is required to submit by the terms of the **insured contract** or to which the **insured** has submitted with the company's consent, provided the company is entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

....

#### V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—to "each person" and "each occurrence" and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all property damage for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

L-G2006b (2/1/68) LC LG LM LO Page 1 of 3

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## Case 24-32428-KLP Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 30 of 39

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Limit of Liability				\$		aggrega
f no entry appears herein the schedule is can Hazards."	npleted on the sched	ules forming	a part of t	the policy and	d designated "G	Seneral Liabili
Classification	Code	Premium	F	lotes	Advance	Premium
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G20065 (2/1/68)			<b>E</b>		Representative	•
			End	lorsement No.	2	

LC LG LM LO

### Case 24-32428-KLP Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 31 of 39

Item 5. Declarations - Schedule.

DESCRIPTION OF HAZARDS	CODE	NAME OF INDEMNITEE AND DATE OF CONTRACT	RATES COVERAGE A COVERAGE B	COVERACE A	PREMIUMS COVERAG
DNTRACTUAL	No.		Per \$100 of Cos		•
				a)First \$500, b)Next \$500,0 c)Over \$1,000	00
				-	
Pa.	0554	June 1, 1917	a) b) c)		
N.Y.	0521	Not Stated	Flat Charge		<b>a</b>
ya.	0533	Not Stated	a) b)		<b>7210</b>
Calif.	0553	Not Stated	a) b) c)	-	
Md.	0555	Not Stated			
Tex.	0555				

### LP Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 32 of 39

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Provide and Charles Markets 1	
Amendatory Endorsement	

It is agreed that Item 1, Named Insured, is amended to include ( the state of the s

This endorsement is executed by the company below designated by an entry in the box opposite its name. E LIBERTY MUTUAL INSURANCE COMPANY

44 6. Countersigned by

Countersigned by

AUTHORIZED REPRESENTATIVE Expiration Date

- Muce & Dooman Trank L. Tarwell

Countersigned by\_\_\_\_

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$

For attachment to Policy or Bond No. IG1-121-010461-189R Issued to

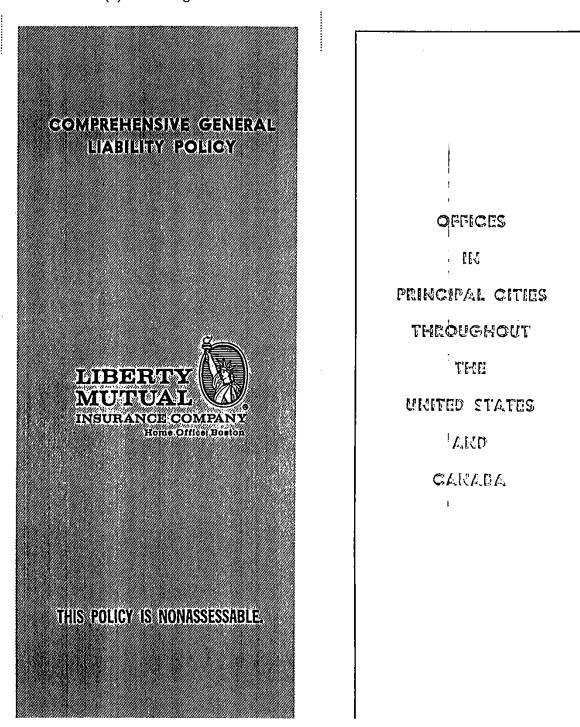
Endorsement Serial No. 1

<form>         The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.         Policy Number: 121-121-010462-1289R         Name of Policyholder:         Jates office         (Bate)         Countersigned by         (Bate)         Countersig</form>	CONTERSIGNATURE OF RESIDENT A	
of the risk located in the state in which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides. Policy Manuber: L021-121-010461-189R Vanue of Dickinolder: Address: Policy Vanuber: L021-121-010461-189R Vanue of Policyholder: Address: Sales Office		
Policy Number: 1531-1221-010461-189R Name of Policyholder: Address: Countersigned by	The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to	all portions
Address: 	Policy Number: IG1-121-010461-189R	
California (State)  Sales Office		
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1719 COUNTERSIGNATURE OF RESIDENT AGENT The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of Policyholder: Address:  Mare of Policyholder:  Mare of Policyholder:  Mare of Policyholder:  Mare of Policyholder:  Decorgia (State)  Mare of Policyholder:  Policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent reside.  Policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent reside.  Policy Number: I11-221-010451-359R Name of Policyholder:  Address:  Countersigned by Count	(State)	
COUNTERSIGNATURE OF RESIDENT AGENT         The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.         Policy Number:       IG1-121-010461-189R         Name of Policyholder:       Address:         Countersigned by	Sales Office	
The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides. Policy Number: IG1-121-010461-189R Name of Policyholder: Address: Countersigned by	1710	
Policy Number: LG1-121-010461-189R Name of Policyholder: Address: Address: Sales Office	The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect	to all portions
Address: 	Policy Number: IG1-121-010461-189R	
James C. Modernay         Countersigned by		
Sales Office		Geroy
Sales Office	Countersigned by	
Sales Office		
1710         The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.         Policy Number: LU1-201-010451-359R         Name of Policyholder:         Address:         Countersigned by       Jamas         (Resident Agent of Liberty Mutual Insurance Company)         Pennsylvania         Sales Office       (State)		
of the risk located in the state in which the Resident Agent resides. Policy Number: LG1-201-010461-159R Name of Policyholder: Address: Countersigned by	1710	
Name of Policyholder: - Address: Countersigned by	The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect of the risk located in the state in which the Resident Agent resides.	to all portions
Countersigned by	Policy Number: 101-201-010461-159R Name of Policyholder:	
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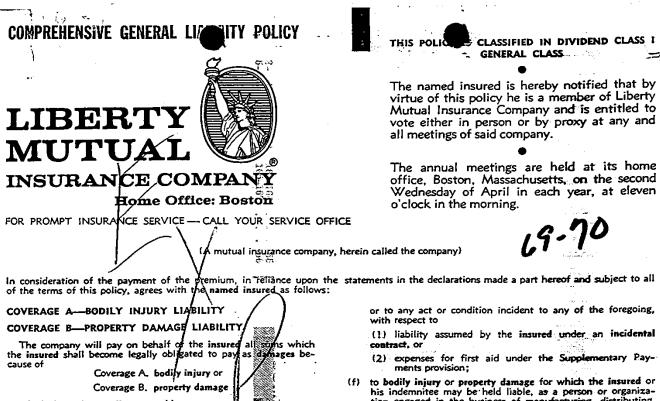
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to which this policy applies, caused by an occurrence, and the com-pany shall have the right and duty to defend any such against the insured seeking damages on account of such bodily injury or prop-erty damage, even if any of the allegations of the such are ground-loss for the such as the such as the such are grounderry camage, even in any or the allegations of the sungate ground-less, false or fraudulent, and may make such investigation and set-tlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment of to defend any suit after the applicable limit of the company's rability has been exhausted by payment of judgments or settlements

#### Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but the exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner:
- (b) to **bodily injury** or property damage arising out of the owner-ship, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured:

- (c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the **bodily injury** or property damage occurs away from premises owned by, rented to or controlled by the named insured; but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from opera-tions performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract:
- (e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution

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(2) expenses for first aid under the Supplementary Pay-

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- to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organiza-tion engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
  - (1) in violation of any statute, ordinance or regulation,
  - (2) to a minor.
  - (3) to a person under the influence of alcohol, or
  - (<del>4</del>) which causes or contributes to the intoxication of any person;
- to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensa-tion, unemployment compensation or disability benefits law, (g) or under any similar law;

to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

#### (i) toproperty damage to

- property owned or occupied by or rented to the insured, - 13
- (2 property used by the insured, or
- property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; (3)

but parts (2) and (3) of this exclusion of not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured:

- to property damage to premises dienated by the named insured arising out of such premises or any part thereof; (i)
- (k) to bodily injury or property damage resulting from the fail---- ure of the named-insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, speci-fications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- **(D**) to property damage to the named insured's products arising out of such products or any part of such products;
- (m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof,

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or out of materials, parts or equipment furnished in connection therewith;

(n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

### II SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

### II PERSONS INSURED

Each of the following is an **insured** under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property dam**age arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

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### LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or property damage, or (3) claims made or suits brought on account of **bodily** injury or property damage, the company's liability is limited as follows:

Coverage A—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more person as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphisabelow shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property, damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph [2] does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs y(1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodify** injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

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### POLICY PERIOD; TERRITORY

This policy applies only to bodily injury or property damage which occurs during the policy period within the policy territory.

#### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

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"bodily injury" means bodily injury, sickness or disease sustained by any person;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"damages" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stainway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality. (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;"

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not selfpropelled, (1) not subject to motor vehicle registration, or (2), maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-intransit type); graders, scrapers, rollers and other road construction, or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, in **bodily** injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible property.

### CONDITIONS

**Premium** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

-The company-may examine and-audit-the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment

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made by the company which it would not solve been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

### Insured's Duties in the Event of Occurrence, Claim or Suit

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- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company everydemand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.
- Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy. No person or organization shall any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6 Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so row the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

**Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

**Three Year Policy** If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

**Cancellation** This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**Declarations** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations; that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

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Buce E. Sooman

SECRETARY

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Frank L. Farwell

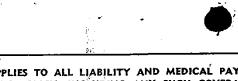
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PRESIDENT

PAGE 4 (See Page 5)

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### LP Doc 86-37 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 37 Page 39 of 39



THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVER-AGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

I. The policy does not apply:

- A. Under any Liability Coverage, to bodily injury or property damage
  - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (2) resulting from the bazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bedily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.
- II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

LIBERTY MUTUAL INSURANCE COMPANY

Una E. Dooman SECRETARY

Trank L. Farwell

PRESIDENT

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PAGE 5

Case 24-32428-KLP	
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DECLA	ARATIONS MU	ERTY TUAL	Comprehensive General Liability Policy
Policy No. G1- 12	TD Code Sales Office 21-010461-180R 23 N.Y.	Code Salesman 202 Martella	Code N/R 1st Year A 7675 2 37
item 1.	Named InsuredHopeman Brothers Inc.Address156 E 46th St., New		, and
	The named insured is: Individual [], Partner Business of named insured is: Contracting	rship [], Corporation [], Otl	her 🔲
[tem 2.	Policy Period: From	Year Mo. 70 to 1 the address of the named insured	Day Year 1 71 as stated herein.
	Audit Basis: At Expiration [], Annual [],	Semi-Annual, Quarterly	, Monthly 🔀, Flat Charge 🗌
	The insurance afforded is only with respect to charge or charges. The limit of the company's all the terms of this policy having reference the	liability against each such Covera	s as are indicated by specific premium age shall be as stated herein, subject to
	COVERAGES	LIMITS OF LIABILIT	TY ADVANCE PREMIUMS
		\$ 100,000 each p	person \$
	A-BODILY INJURY LIABILITY	\$ 300,000 each c	occurrence
		\$ 300,000 aggreg	ate
			ccurrence \$
	B — PROPERTY DAMAGE LIABILITY	\$ 100,000 aggreg	ate
Item 4.	MISCELLANEOUS CHARGES	As per End. No.(s) $\frac{2}{3}$ , $\frac{3}{3}$ , $\frac{3}{3}$	,7,9,10, <b>\$</b>
		As per page No. 10	
		Advance Frenium	
		Premium Discount	
	Discoun	ted TOTAL ADVANCE PR	EMIUM \$
	The premium for this policy is payable $\Rightarrow$ on the second anniversary.	in advance, \$	on first anniversary and \$
	The declarations are completed on the attached	i schedules designated "General I	Liability Ha-ards"
Item 5.			N All care on
Item 5. The polic	ry, including all endorsements issued therewith, is		Authorized Representative

### Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 2 of 50

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Item 4 and/or 5.	Declarations Schedule Description of Classifications	
HAZARDS	RATING CLASSIFICATIONS	Code N .
Premises	Buildings or Premises	0129A
Cperations	Boat or Ship Building	2464A
	Sash, Door or Assembled Millwork Mfg.	2464B
	Fireproof Equipment Mfg.	2457
	Ship Repair or Conversion	2489
	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or fixtures Installation in Offices or Stores	5146
	Carpentrý	5437
Froducts	Completed Operations: Carpentry Construction	1203
<u>Contractual</u>	Construction Agreements- indemnification of owners Intermediatc form contracts	0554
	Limited form contracts	0553
	Contractual Liability - N.O.C.	0521
	Broad Form Contracts	0555

Policy No. LG1-121-010461-180R GPO 2799 USA

Page No. 1

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### Premium Summary Schedule

NO.	HAZARDS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES			
1	OPERATIONS			
2	ELEVATORS Charges			
3	STRUCTURAL ALTERATIONS, New Construction, Demolition			
3	INDEPENDENT CONTRACTORS			
4	PRODUCTS — Completed Operations			
	CONTRACTUAL			
	INCREASED LIMITS BASIC CHARGE 9890			
	PERSONAL INJURY END. 5 9840		-	Cov. P.
	DELETION OF CARE CUSTODY AND CONTROL			
	MALPRACTICE			
	WATERCRAFT EXCLUSION			
	LIQUOR LIABILITY EXCLUSION			
	PERSONAL INJURY END. 11			
	ANNUAL TOTAL XADVXXXXXE PREMIUM			

Page No. 2

Issued to GPO 2144 R-1

Annual Premium

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NO.	DIVISIONS	COVERAGE A	COVERAGE B	ADVANCE PREMIUM
1	PREMISES			
1	OPERATIONS			
2	ELEVATORS CHARGES			
3	INCREASED LIMITS BASIC CHARGE 9890		-	
	WATER EXCLUSION			
3	LIQUOR LIABILITY EXCLUSION			
4	PRODUCTS — Completed Operations			
	CONTRACTUAL END. 2			
	PERSONAL INJURY END. 5 9840			Cov. P.
	DELETION OF CARE CUSTODY AND CONTROL END. 8			
	MALPRACTICE END. 3			
	PERSONAL INJURY END. 11			
	TOTAL DEPOSIT PREMIUM			
_	Deposit Premium Subject to Discou	nt		
	Premium Discount			
	Discounted Premium			
	La. Premium Not Subject to Discou	nt		
	Discounted TOTAL ADVANCE PREMIUM			

### Premium Summary Schedule

GPO 2144 R-1

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Deposit Premium

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Item 5. Declarations - Schedule - Ger Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	.	PREMIUM BASES KEY	COVERACE A			PREMIUMS
			<u> </u>			COVERACE A	COVERACE
PREMISES — OPERATIONS	Code No.	(a) (b) (c) (d) (c)	REMUNERATION SQ. FT. OF AREA LINEAR FT. OF FRONTAGE UNIT	(a) PER \$100 Ret (b) PER 100 So. I (c) PER LINEAR F (d) PER UNIT (c)	UNERATION T. OF AREA T. OF FRONTAGE	MO 111 CO 312 OL & T 31?	
		BASIS					
152 E. 46th St.						Ĺ	
New York, N.Y.	<u>01</u>	1					
	0129	Ąъ					L 🗶
Water Damage Liability	0129	A.				: :	
154-156 E. 46th St.		Gre	ater New York				
New York, N.Y.	<u>01</u> 2457						
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	2464		If any				
	2464	B	If any				!
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	3457	ļ	If any				
	3759						
			TO				
	5146		If any				Ì
	5437		If any				
		<u>N.</u>	Y. State Remain	nder_			
	<u>02</u> 2457		If any			•	
		Į				3	
	2464	A 	If any				
	2464	β	If any			•	1
	3457		If any				-
	3759		If any				ļ
	5146		If any				]
	<sup>1</sup> 5 <sup>1</sup> +37		If any				
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					- 1		
* = DEPOSIT					•		
M = MINIMUM PREMIUM							
Policy No. LG1-121-010461-180	R	<u> </u>		<u></u>		Page No.	<u>ا</u>

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	Item 5.	Declarations — Schedule — G	al Liability Hazards

DESCRIPTION OF HAZARDS	TERR.		PREMIUM BASES KEY	RAT			CE PREMIUMS
·		1		COVERACE A		COVERACE A	Cove
PREMISES - OPERATIONS	Code No.	(a)   (b)   (c)   (d)   (e)	REMUNERATION Sq. Ft. of Area Linear Ft. of Frontace Unit	(1) PER \$100 RC (b) PER 100 So. 1 (c) PER LINGAR F (d) PER UNIT (c)	NUMERATION T. OF AREA T. OF FRONTACE	MO 311 CO 312 OL & T 313	
		BASIS					
		Sta	te of Ala.				
	3457	a	If any				
	3759	i   	If any				
	5437						
		Sta	te of Calif.				
	<u>12</u> 2457		If any				
	24644		If any				
	24642	S	If any				
	2489	1					2
	3457		If any				
	3759		If any				
	5146	Ì	If any				
	5437	}	If any	· 🕽		Ē	
		<u>Sta</u>	te of Ga.				
	2457	1	If any				
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• = Deposit							
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Item 5. Declarations - Schedule - G. al Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES COVERAGE A COVERAGE B	Advance Coverage A	PREMIUMS Cove	
PREMISES OPERATIONS	Code No.	(1) REMUMERATION (b) SQ, FY, OF ARA (c) LINEAR FT, OF FRONTAGE (d) UNIT (c)	(a) PEE \$100 REMUMERATION (b) PEE \$100 So. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (c)	MO 111 CO 312 X OL & T 313		
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	St St	ate of La.				
	3457	If any				
	3759	If any				
	5437					
		tate of Maine				
	3759	If any				
	5437	If any				
	st	ate of Md.				
	2457	If any				
	2464A	If any				
	2464в	If any				
	3457	If any				
	3759	If any				
	5146	If any				
	5437					
	St	ate of Mass.		ļ		
	3759	If any				
	5437	If any				
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- · -						
M = MINIMUM PREMIUM						
Policy No. LG1-121-010 GPO 2745 RI USA	461-180R			Page No.	6	

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DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES	ADVANCE I	REMIUMS
	1 246.		COVERAGE A COVERAGE B	COVERAGE A	Cove
PREMISES OPERATIONS	Code No.	(2) REMUNERATION (b) Sq. Ft. of Abea (c) Linear Ft. of Frontace (d) Unit (c)	(a) PER \$100 REMUNERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (c)	MO 11 CO 12 X OL & T 11	
	1 N	BASIS			
		tate of N.J.			
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	5437	If any			
at the second second second second second second second second second second second second second second second	St	ate of Pa.	•		
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* = DEPOSIT					
M = MINIMUM PREMIUM Policy No. LG1-121-010461-				Page No.	

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Item 5. Declarations - Schedule - General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES		PREMIUMS
<u>.</u>			COVERAGE A COVERAGE B	COVERAGE A	Cover
Premises Operations	Code No.	(a) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FROMTACE (d) UNIT (c)	(a) PER SIOO REMUMERATION (b) PER 100 SQ. FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER UNIT (c)	MO 311 CO 312 X OL & T 313	
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	24644	If any			
	2464F	If any			,
	3457	If any			
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	5146	If any			
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	Sta	te of Va.			
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	Total Depos	Estimated Operat	ions Fremium		
	Total	Premises- Operat	ions Premiµm		
	Total	Deposit			
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	ļ				
* = Deposit M = Minimum Premium	1				
	 L-010461-18	L		Page No.	8

### RATES ADVANCE PREMIUMS PREMIUM BASIS DESCRIPTION OF HAZARDS CODE COVERAGE A COVERAGE B COVERAGE A COVERAC: (a) SALES (b) RECEIPTS (c) (a) PER \$1000 SALES (b) PER \$1000 RECEIPTS (c) No. PRODUCTS 310 COMPLETED OPERATIONS 1203 Calif. La. 1203 37.Y. 1203 Tex. 1203 All Other States 1203 . Estimated Annual Premium Deposit Miscellaneous Increased Limits Basic Charge 9890 5 . \* = Deposit M = Minimum Premium Policy No. LG1-121-010461-180R Page No. 9

### Item 5. Declarations — Schedule — General Liability Hazards

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Elevator Charges\_- 0799

<u>N.Y.</u>

154-156 E. 46th St.

New York

l Passenger (6 Landings) @



LG1-121-010461-180R

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Page No. 10

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### RETROSPECTIVE PREMIUM ENDORSEMENT - PLAN (D) Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement - Plan\_\_\_\_\_ forming a part of policy WC1-121-010461-170

LIBERTY MUTUAL INSURANCE COMPANY

RESIDENT

uan

Secretary

End. Serial No.

Authorized Representative

2212

Issued to

Effective Date

Audit Basis

Expiration Date

For attachment to Policy No.

1-1-70

1-1-71\_

LG1-121-010461-180R

Hopeman Brothers Inc., Etal

8

Countersigned by ....

(12-1-56) -----

Issuedrb 12-15-70 Sales Office and No. 202

ST. PIERRE (HBI) -377

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## Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 13 of 50

### MISCELLANEOUS CHANGE ENDORSEMENT (General Liability) .

The policy declarations are amended by the changes entered below:

То Change A - Policy Period: From .

Change B -- Location:

Change C - Hazard(s)	Coverage Code: B. I.							
	Тегт.	Premium Bases	Ann	ual Rates		Advar	nce Premiums	
	Code							
Revised Rates	No.		Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage
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		[						
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Experience Modifica	tion	1						
Basic: 49% Credit								
Excess: 90% Debit								ł
M – Minimum Premium						-		
If Policy Period n								
On effective date o			Anniversary		2nd Anniv			
Adjustment of premium s	shall be m	ade at Expiratio	n 📋, Annua	I [], Semi-Ai	anual 门, Qui	arterly 门, M	fonthly [], I	flat Charge
Premium \$ Ac	ljust or	n Audit			Periodic P	avment \$		
Effective Date	1-1-70			· • • ·-	<u> </u>			
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Audit Basis For attachment	-				Ĩm	EPTE MITT	ual Insura	NCE COM
to Policy No.	LG1-121	L-010461-180F						
Issued to Hope	eman Bro	others Inc.,	Etal		10	Auce & Doo	men Ira	h L. Jac
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Work Units			C		·•	. Ap	and	
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Item 5. Declarations — Schedule — General Liability Hazards

DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES	COVERAGE A	PREMIUMS COVERAGE
Premises — Operations	Code No.	(a) <b>Reinformation</b> (b) Sq. Ft. of Ara (c) Luffar Fy. of Frontacz (d) Unit (c)	(D) Pre ALD Raw WEATLA (D) Pre ALL (D) PRE ALL (D) PRE	MO 112 X CO 112 OL & T 117 X	COVERAC
· ·		BASE			
152 E. 46th St. New York, N. Y.	01 0129A	ъ			
New IOFK, N. I.					
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<ul> <li>* = Deposit</li> <li>M = Minimum Premium</li> </ul>					
Policy No. LG1-121-010461	<u> </u>   -1808			Page No. End. #20	2 00 7

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DESCRIPTION OF HAZARDS	TER.	PREMIUM BASES KEY	RATES COVERAGE A COWERAGE B	COVERAGE A	PREMIUM
Premises Operations	Code No.	(a) REMUNICATION (b) Sq. FT. OF AREA (c) Linear FY. OF FRONTACE (d) UNIT	(a) PER \$100 REMUNERATION (b) PER 100 SO. ET OF ARAA (c) PER 100 SO. ET OF ARAA (c) PER LINGARET OF FRANTME	MO 111 CO 112 OL & T 513	
	10.	(e)	(d) Pen Unit (e)	OL&T 513	}
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<ul> <li>= Deposit</li> <li>M = Minimum Premium</li> </ul>					1
Policy No. LG1-121-010461-1	80R	└── <u>┥</u> ── ── ── ── ── ── ──		Page No.	1 <u>3 of</u>
GPO 2745 R1			Atta	ch to End. #	20
					1

## Item 5. Declarations - Schedule - General Liability Hazards

## Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 16 of 50

Item 5. Declarations - Schedule - General Liability Hazards ADVANCE PREMIUMS RATES PREMIUM BASES KEY DESCRIPTION OF HAZARDS TERS. COVERAGE A 1 N OVERAGE B COVERAGE A COVERAGE 1 (3) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTACE (d) UNIT (c) (a) Per \$100 RENEWENERT IS (b) Per I/A SO FE OF ARE (c) Perferent Et of Eaunour (c) Perferent Et of Eaunour Coos PREMISES --- OPERATIONS No. BASIS i State of Maryland: 2457 2464A 2464B 3457 3759 5146 5437 State of Mass. 3759 5437 State of N. J. 2457 2464A 2464B 3457 3759 5146 5437 \* = Deposit M = MINIMUM PREMIUM Policy No. LG1-121-010461-180R Page No. 4 of 7 GPO 2745 R1 Attach to End. #20 USA

# Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 17 of 50

## Item 5. Declarations - Schedule - General Liability Hazards

DESCRIPTION OF HAZARDS	Tma.	PREMIUM BASES KEY	PREMIUM BASES KEY		PREMIUMS
			COVERAGE A COVERAGE B		COVERAGE
'remises — Operations	Code No.	(a) REMUNERATION (b) Sq. FT. OF AREA (c) LINEAR FT. OF FRONTACE (d) UNIT (c)	(a) PER 5100 REMUNICATION (b) PER 100 SQ FT. OF AREA (c) PERLIMERA FY. OF FRUNTAGE (d) PER UNIT (FA	MO 311 CO 312 OL & T 313	
		Bassa State of Pa.			
	01 2457				
	2464A				
	2464B				
	3457				
	3759				
	5146				
	5437			-	1 1
		State of Va.			ł
	2457				
	2464A				
	2464B				
	3457				
	3759			ļ	
	5146				
	5437				t 1
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	_				
= Deposit 4 = Minimum Premium					
Policy No. LG1-121-010461-1 GPO 2745 R1 USA	80R	<del>}</del>	<u></u>	Page No. To End. #20	5 of 7

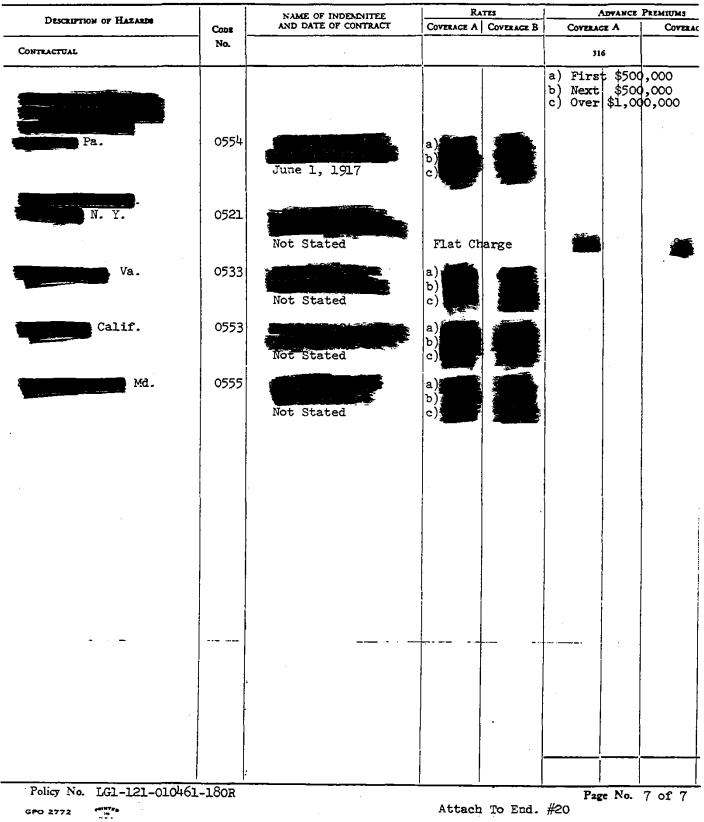
# Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 18 of 50

# $\frac{1}{2} \sum_{i=1}^{n} \frac{1}{2}  DESCRIPTION OF HAZARDS	CODE	PREMIUM BASIS	RATES COVERACE A COVERACE B	COVERACE A	PREMIUMS COVERA
PRODUCTS Completed Operations	No.	(a) Sales (b) Receipts (c)	(a) PER \$1000 SALES (b) PER \$1600 RECEIPTS (c)	310	
Calif.	1203				
N. Y.	1203				
Ali Other States	1203				
					-
					·
					1
					1
* = DEPOSIT M = MINIMUM PREMIUM					
Policy No. LG1-121-0104	61-180R		Attach To	Page No.	6 of 7

## Item 5. Declarations - Schedule - General Liability Hazards

## Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 19 of 50

Item 5. Declarations - Schedule.



# AMENDATORY ENDORSEMENT

It is a	greed that the Policy is amended as indicated by typed entries hereunder:
	Policy Number to read:
	Name:
	Address:
	Legal Status: [] Individual [] Partnership [] Corporation []
	Policy Period: From to 12:01 A.M. Standard Time.
C M	Loss Payee: The interest of the following Loss Payee has ceased: Locations: Ga Eliminate
	Mass Eliminate Handle Andrew Quincy
X L Effect Expiri Audit	endorsement is executed by the company below designated by an entry in the box opposite its name. IBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY LIBERTY NO. LGI-121-010461-180R
Issued	to Hopeman Brothers Inc., Etal CW Anered
	Counterrigned by

Countersigned by ...

AUTHORIZED REPRESENTATIVE 202 End. Serial No. 19

1227 ED. 4 Issued js 6-22-70 Sales Office and No.

Case 24-32428-KLP

## PREMIUM DISCOUNT ENDORSEMENT

## (Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

- 1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
- 2. The following elements of the Total Standard Premium are not subject to discount:
  - (a) Any premium for insurance in the the state of Louisiana:
  - (b) Any premium for Automobile Bodily Injury Liability insurance in the Commonwealth of Massachusetts; (c) Any premium subject to retrospective rating.
- 3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
- 4. The provisions of this endorsement shall not apply to New York premium in the event such premium is less than \$100.
- 5. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
- 6. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS LG1-121-010461-209R (Wayne Manufacturing Corporation)	ESTIMATED STANDARD PREMIUM
AE1-121-010461-169 (Hopeman Brothers Inc.)	
Canada LG1-121-010461-159 (Hopeman Bros. Inc., etal)	
LG1-121-010461-239R (1997) (1997) (1997)	
LG1-121-022356-029R (	

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date \_ \_ \_ Expiration Date Audit Basis For attachment to Policy No. LG1-121-010461-180R

Issued to

Countersigned by É. AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 18

(11-23-59) Printed Issued

ST. PIERRE (HBI) -386

PRESIDENT

#### Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 22 of 50

## EXPERIENCE RATE ENDORSEMENT

The rates shown in the policy are manual rates without experience modification. Such rates will subsequently be adjusted to conform to an experience modification to be expressed by an endorsement naming the effective date.

This endorsement not applicable in La.

This endorsement is executed by the company below designated by an entry in the box opposite its name. I LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPAN

4a 1 Countersigned Countersigned by\_

Effective Date

ACTHORIZED REPRESENTATIVE Expiration Date

 $\sim r$ 

. ..

AUTHORIZED REPRESENTATIVE

Audit Basis Premium \$

For attachment to Policy or Bond No. LG1-121-010461-180R Issued to

Endorsement Serial No. 17

LG 6010

Case 24-32428-KLP

## Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 23 of 50

## TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S PLAN OF OPERATION. (General Liability Insurance)

It is agreed that the premium pertaining to Texas General Liability and Medical Payments insurance determined under the provisions of the policy other than this endorsement shall be modified at the time of computation of the dividend applicable thereto, if any, declared by the board of directors, by applying the applicable adjustment factor stated in the Table of Adjustment Factors, and the dividend percentage fixed and determined by the board of directors shall be applied to such modified premium.

#### TABLE OF ADJUSTMENT FACTORS

The term "Standard Premium" shall mean the premium, to the nearest dollar, for General Liability and Medical Payments insurance computed in accordance with the provisions of the policy, other than this endorsement, and exclusive of the application of any retrospective rating plan or any premium discount endorsement.

The following adjustment factors apply subject to a maximum factor of 1,000 divided by the difference between 1,000 and the dividend rate expressed as a decimal.

Standard Premium	Adjustment Factor	Standard Premium	Adjustment Factor
\$ 1,000 - \$ 1,999	1.010	\$ 15,000 - \$ 19,999	1.060
2,000 - 2,999	1.020	20,000 24,999	1.065
3,000 — 3,999	1.025	25,000 - 29,999	1.065
4,000 - 4,999	1.030	30,000 34,999	1.070
5,000 5,999	1.035	35,000 39,999	1.075
6,000 — 6,999	1.040	40,000 44,999	1.080
7,000 — 7,999	1.045	45,000 - 49,999	1.085
8,000 — 8,999	1.050	50,000 - 74,999	1.090
9,000 — 9,999	1.050	75,000 - 99,999	1.095
10,000 - 12,499	1.055	100,000 249,999	1.100
12,500 - 14,999	1.060	250,000 and over	1.105

Ear.

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

نيمن .

SECRETARY

Countersigned by .

Form L-G 5001 (Texas) (7/1/66) LC LG LM LO

LG1-121-010461-180R

Premium \$

Effective Date

Expiration Date Audit Basis For attachment

to Policy No.

issued to

Endorsement No. 16

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## Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 24 of 50

## PREMIUM DISCOUNT ENDORSEMENT - TEXAS (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Licbility and Medical Payments insurance is subject to discount in accordance with the following procedure:

- 1. Texas General Liability Standard Premium. Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
- 2. Total Standard Premium for All States. The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereat, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Accustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

3. Premium Discount — Texas.

- (a) For policy periods of one year or less The Texas General Liability. Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts General". Liability)
- (b) For policy periods of more than one year The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table or "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in veors and fractions thereof.
- (c) If retrospective rating is applicable to a part of the premium pertaining to Texos, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between 11" the discount determined by applying to the Texos General Liability Standard Premium, exclusive of any premium subject to any Retrospective Standard Premium the applicable percentages stated in sold Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in sold Table opposite so much of the Total Standard Premium as in attraspective ration. is subject to retrospective rating.

## TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES (General Liability)

Totai Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General L:aotity Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note:	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- scatage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	35,2/4	(2)
\$1,000	0.0%	51,392	2.5%	\$2,320	5.0%		7.5 %
1,006	0.1	1,415	2.6	2,384	5.1		7.6
1,018	0.2	1,439	2.7	2,451	5.2		7.7
1,030	0.3	1,463	2.8	2,522	5.3		7.8
1,042	0.4	1,488	2.9	2,598	5.4		7.9
1,055	0.5	1,514	3.0	2,677	5.5	5,586	8.0
1,068	0.6	1,540	3.1	2,762	5.6	5,653	5.1
1,081	0.7	1,568	3.2	2.853	5.7	5,722	8.2
1,095	0.8	1,597	3.3	2.950	5.8	5,792	8.3
1,109	0.9	1,627	3.4	3,053	5.9	5,864	3.4
1,123	1.0	1,658	3.5	3.164	6.0	5,938	8.5
1,138	1.1	1,690	3.6	3.284	6.1	6,013	8.6
1,153	1.2	1,723	3.7	3.412	6.2	6,091	8.7
1,168	1.3	1,758	3.8	3.552	6.3	6,170	8.8
1,184	1.4	1,794	3.9	3.703	6.4	6,252	8.9
1,200	1.5	1,832	4.0	3,867	6.5	6,336	9.0
1,217	1.6	1,871	4.1	4,047	6.6	6,422	9.1
1,235	1.7	1,913	4.2	4,244	6.7	6,511	9.2
1,252	1.8	1,956	<u>4.3</u>	<u>4,462</u>	<u>6</u> .8	.6,602	9.3
1,271	1.9	2,000	4.4	4,703	6.9	6,696	9.4
1,289	2.0	2,048	4.5	4,972	7.0	6,792	9.5
1,309	2.1	2.097	46	5,049	7.1	6,891	9.6
1,329	2.2	2,149	47	5,103	7.2	6,993	9.7
1,349	2.3	2,203	4.8	5,159	7.3	7,098	9.8
1,371	2.4	2,260	4.9	5,216	7.4	7,20.	9.9

(Continued on page 2)

Form L-G 5002 (Texas) (7/1/66) LC LG LM LO

Page 1

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USA

Case 24-32428-KLP

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(i)	(2)
\$ 7,318	10.0%	\$ 16,000	13.5%	\$38,787	17.0%	\$ 74,987	20.5%
7,434	10.1	16,562	13.6	39,329	17.1	77,042	20.6
7,552	10.2	17,164	13.7	39,887	17.2	79,212	20.7
7,675	10.3	17,812	13.8	40,461	17.3	81,508	20.8
7,802	10.4	18,510	13.9	41,052	17.4	83,941	20.9
7,933	10.5	19,266	14.0	41,660	17.5	86,524	21.0
8,069	10.6	20,086	14.1	42,286	17.6	89,270	21.1
8,209	10.7	20,978	14.2	42,932	17.7	92,197	21.2
8,354	10.8	21,954	14.3	43,597	17.8	95,323	21.3
8,505	10.9	23,025	14.4	44,284	17.9	98,667	21.4
8,661	11.0	24,206	14.5	44,992	18.0	102,255	21.5
8,823	11.1	25,514	14.6	45,724	18.1	106,114	21.6
8,991	11.2	26,972	14.7	46,480	18.2	110,275	21.7
9,166	11.3	28,607	14.8	47,261	18.3	114,776	21.8
9,347	11.4	30,075	14.9	48,069	18.4	119,660	21.9
9,536	11.5	30,400	15.0	48,905	18.5	124,978	22.0
9,732	11.6	30,733	15.1	49,770	18.6	130,791	22.1
9,937	11.7	31,072	15.2	50,667	18.7	137,171	22.2
10,151	11.8	31,419	15.3	51,597	18.8	144,206	22.3
10,374	11.9	31,775	15.4	52,561	18.9	152,000	22.4
10,607 10,851 11,106 11,374 11,655	12.0 12.1 12.2 12.3 12.4	32,138 32,509 32,889 33,279 33,677	15.6 15.7 15.8	53,562 54,602 55,684 56,809 57,980	19.0 19.1 19.2 19.3 19.4	160,686 170,425 181,420 193,932 208,297	22.5 22.6 22.7 22.8 22.9
11,950	12.5	34,085	16.0	59,200	19.5	224,960	23.0
12,260	12.6	34,504	16.1	60,474	19.6	244,522	23.1
12,587	12.7	34,932	16.2	61,803	19.7	267,810	23.2
12,932	12.8	35,372	16.3	63,192	19.8	296,000	23.3
13,296	12.9	35,822	16.4	64,644	19.9	330,824	23.4
13,682 14,090 14,524 14,985 15,476	13.0 13.1 13.2 13.3 13.4	36,284 36,759 37,246 37,745 38,259	16.5 16.6 16.7 16.8 16.9	66,165 67,760 69,433 71,190 73,039	20.0 20.1 20.2 20.3 20.4	374,934 432,616 500,000 Over 500,000	23.5 23.6 23.6

## TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES - Continued

NOTE: For premium not shown use the value for the next lower premium stated in the table. "If the Total Standard Premium is 5500,000 or over, the discount percentage applicable shall be determined as the weighted average of 23.6% for the first \$500,000 and 24.2% for the portion over \$500,000.

5.

Policy Numbers

Estimated Standard Premium

LIBERTY MUTUAL INSURANCE COMPANY

Total

awell

PRESIDENT

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Applicable premium discount percentage based on total estimated advance standard premium: %

Premium \$

Effective Date Expiration Date Audit Bosis For attachment to Policy No. LG1-121-010461-180R

Issued to

zed Represent hor

Countersigned by...

Form L-G 5002 (Texas) (7/1/66) LC LG LM LO Page 2

ST. PIERRE (HBI) -390

Endorsement No. 15

## Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 26 of 50

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

### Coverage A-Bodily Injury Liability

Coverage B—Property Damage Liability

### MOBILE EQUIPMENT

## (Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

- Except to the extent provided in paragraph 2, below, the insurance afforded by this policy does not apply either on a primary or excess basis to **bodily injury** or **property damage** with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the **named** insured.
- 2. If the only liability insurance applicable with respect to such bodily injury under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to bodily injury arising out of the operation or use of the mobile equipment other than solely for the purposes of transportation or locomotion.

Premium \$ Effective Date Expiration Date Audit Basis For attachment to Policy No. LG1-121-010461-180R

LIBERTY MUTUAL INSURANCE COMPANY

issued to

Countersigned by .....

Authorized Representative Endorsement No. 14

G513 LF LG LO LM LX (10/1/66)

Issued

# Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 27 of 50

## ACTION AGAINST COMPANY AMENDMENT (Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

For attachment to Policy No. LG1-121-010461-180R Issued to

Countersigned by uthorized Representative š

G512, A0013 AE AV AG LF LG LO LM LX Issued 10-1-66 MINTED

Endorsement No. 13

### Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 28 of 50

## RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2006b	No. 2
Interpretation of Notice of Accident Condition	102	No. 5
Deductible Property Damage Liability	102	No. 7

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

SECRETARY

Countersigned by. AUTHORIZED End. Serial No. 12

Sales Office and No.

Effective Date Expiration Date Audit Basis \_

For attachment to Policy No. LG1-121-010461-180R

Issued to

ST. PIERRE (HBI) -393

652 Louisiana 

Issued

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## Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 29 of 50

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#### PERSONAL INJURY LIABILITY INSURANCE . ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

## I. COVERAGE P --- PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such **personal injury**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

## Exclusions: This coverage does not apply to personal injury arising out of:

(a) acts committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or agreement;

(c) advertising, broadcasting or relecasting activities conducted by or on behalf of the nomed insured;

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

#### II. COVERAGE P - LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

#### III. COVERAGE P - POLICY PERIOD; TERRITORY

This policy also applies to **personal injury** which occurs during the policy period within the **policy territory**; provided, however, that **personal injury** arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### IV. COVERAGE P -- DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property defamation". damage,"

	Schedule		
Limits of Liability	\$	100,000	each person aggregate
	\$	300,000	general aggregate
insured's Participation Flat Charge 1		0	per cent
Code 9840 The provision of th	is endorsem	ent apply of	nly with respect to:
		LIBERT	Y MUTUAL INSURANCE COMPANY
Premium \$ Included on Declarations		. Jac	nb L. Tarwell
Effective Date			PRESIDENT
Expiration Date Audit Basis		1	
For attachment to Policy No. <u>LG1-121-010461-180R</u>		Du	W Spice in J
Issued to			SECRETARY
		C.	W Spice it
	Countersigned by		sthorized Representative
L-G2004 (10/1/66)		· · · · · · · · · · · · · · · · · · ·	

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ST. PIERRE (HBI) -394

Endorsement No. 11

Case 24-32428-KLP

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LIQUOR LIABILITY EXCLUSION

It is agreed that Exclusion (f) of the policy is hereby eliminated.

Flat Charge

This endorsement is executed by the company below designated by an entry in the box opposite its name. I LIBERTY MUTUAL INSURANCE COMPANY I LIBERTY MUTUAL FIRE INSURANCE COMPANY

OULL L Countersigned Countersigned by... AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE Expiration Date

Effective Date Audit Basis

Premium \$ Included on Declarations For attachment to Policy or Bond No. LGL-121-010461-180R Issued to

Endorsement Serial No. 10

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Sales Office & No.

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## Watercraft Exclusion

It is agreed that Exclusion (d) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

Flat Charge

This endorsement is executed by the company below designated by an entry in the box opposite its name. E LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPAN

Aun E. Do 173 Countersigned by Countersigned by. Expiration Date AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

Effective Date ŝ, Audit Basis

Premium \$ Included on Declarations For attachment to Policy or Bond No. LG1-121-010461-180R Issued to

Endorsement Serial No. 9

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## Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 32 of 50

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

> COVERAGE A - BODILY INJURY LIABILITY COVERAGE B - PROPERTY DAMAGE LIABILITY COVERAGE P --- PERSONAL INJURY LIABILITY

### FOREIGN COVERAGE ENDORSEMENT

#### It is agreed that:

### I. POLICY TERRITORY

With respect to claims made or suits brought against ony person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

#### 11. INVESTIGATION; DEFENSE; SETTLEMENT - FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

#### III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

> Code Rates 3759 State of Hire

> > LIBERTY MUTUAL INSURANCE COMPANY

Countersigned by

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L-G2001 (10/1/66) LC LG LM LO NITES

to Policy No. LG1-121-010461-180R

Premium \$

issued to

**Effective Date Expiration Date** Audit Basis For attachment

Endorsement No. 8

## Case 24-32428-KLP

Issued to

## Deductible Property Damage Liability (Limited Form)

It is agreed that exclusion (i) of the policy jacket is amended to read as follows:

To Property Damage to

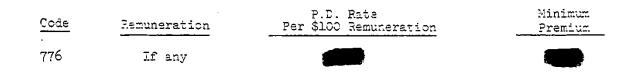
(1) Property owned or occupied by or rented to the insured or

(2) Property used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for property damage liability applies subject to the following provisions:

- \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
- The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
- 3. The company may pay any part or all of the inductible amount to effect settle of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the inductible amount as has been paid by the company.



This endorsement is executed by the company below designated by an entry in the box opposite its name. I LIBERTY MUTUAL INSURANCE COMPANY

Auce E. Dooman Countersigned i Countersigned by. AUTHORIZED REPRESENTATIVE ALTHORIZED REPRESENTA Effective Date Expiration Date Audit Basis Premium \$ Included on Premium Summary Schedule For attachment to Policy or Bond No. LG1-121-010461-180R

Endorsement Serial No. 7

## Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 34 of 50

## EXCLUSION

## (All Hazards in Connection with Designated Premises)

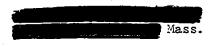
It is agreed that the insurance does not apply to bodily injury, personal injury or property damage arising out of

- (a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
- (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or
- (c) goods or products manufactured at or distributed from such premises.

**Description and Location of Promises** 

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LIBERTY MUTUAL INSURANCE COMPANY

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PRESIDENT

uan SECRETARY

Countersigned b Ĵ. ę. Endorsement No. 6

Effective Date Expiration Date

For attachment to Policy No. Issued to

LG1-121-010461-180R

G301 (10/1/66) LC LG LM

## Interpretation of Notice of Accident Condition

It is agreed that in event of an occurrence written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 4 indicated on the policy jacket.

## Amending Condition No. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective."

## Failure to Disclose Hazards Existing on Effective Date of Policy

It is agreed that the failure of the named insured to disclose all hazards existin at the effective date of the policy shall not prejudice the insured with respect the insurance afforded by the policy provided such failure is not intentional or a to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name. I LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPAN

Countersigned by Countersigned by\_ AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

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For attachment to Policy or Bond No. LG1-121-010461-180R

Issued to

Endorsement Serial No. 5

Work Units 1 -

Issued

Sales Office & No.

## PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

## I. COVERAGE P -- PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of **personal injury**, and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement:
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

#### II. COVERAGE P - LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all **damages** shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the **insured**, such percentage of the loss shall be borne by the **insured**; provided the company may pay the **insured**'s portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

### III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to **personal injury** which occurs during the policy period within the **policy territory**; provided, however, that **personal injury** arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### IV. COVERAGE P - DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule		
Limits of Liability	\$	100,000	each person aggregate
	\$	300,000	general aggregate

222 of Premises-Operations E.I. Premium - Annual

Insured's Participation

Code 9840

LIBERTY MUTUAL INSURANCE COMPANY

Deposit

0 per cent

Premium \$ Included on Premium Summary Schedule

Effective Date Expiration Date Audit Basis For attachment to Policy No. LG1-121-010461-180

Issued to

PRESIDENT

SECRETARY

C. 1. C. C

Countersigned by

L-G2004 (10/1/66) LC LG LM LO Printed 1154

4 Endorsement No.

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## MALPRACTICE ENDORSEMENT

It is agreed that with respect to such insurance as is afforded under Coverage A Contractual Bodily Injury Liability, that malpractice, error or mistake in rendering or failing to render medical, surgical, dental X-ray, cosmetic, tonsorial or other professional or sanatory service treatment shall be deemed an occurrence and that all malpractice, error or mistake in rendering or omission of such services, or treatment to any one person shall be deemed one occurrence.

It is further agreed that such insurance as is afforded by this endorsement applies only with respect to liability assumed under contracts.

Rate-10% of Contractual B.I. Premium

Minimum Premium

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Explation Date

Countersigned by\_

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis

Countersigned

Premium \$ Included on Premium Summary Schedule For attachment to Policy or Bond No. LG1-121-010461-180R Issued to

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 3

Work Units 1 -

Issued

Sales Office & No.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

## COVERAGE A -- BODILY INJURY LIABILITY

COVERAGE B - PROPERTY DAMAGE LIABILITY

## CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

#### (All Written Contracts Except Incidental Contracts)

#### It is agreed that:

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## I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the named insured under an insured contract, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the **indemnitee** which the **named insured** is required to defend by the specific terms of an **insured contract**, but only to the same extent and on the same terms as if the **indemnitee** were the **insured** under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks **damages** for which the **indemnitee** is legally entitled to indemnification under the **insured contract**, (2) the policy covers such **damages** and (3) the applicable limit of the applicable limit of the applicable limit of the applicable limit of the same exhausted by payment of judgments or settlements.

#### II. EXCLUSIONS

All exclusions, including exclusion (e), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

#### The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the named insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an insured contract, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.
- (3) to any agreement (a) to pay for property damage to property owned by, rented to or used by the indemnitee arising out of operations performed for the named insured by the indemnitee or (b) to pay any fines, penolties or liquidated domages or (c) to pay any amounts or benefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the named insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any carrier as his insurer may be held liable under any applicable workment, to pay on behalf of or to indemnitee is an employee of the named insured, to pay any be or (e) if the indemnitee is an employee of the named insured, to pay any be held liable under any applicable workment, to pay on behalf of or to indemnity the indemnitee with respect to bodily injury sustained by a fellow employee arising out of and in the course of his employment by the named insured.

#### III, ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitee" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract made prior to the occurrence giving rise to the **bodily injury** or property damage with respect to which indemnification is claimed, but insured contract does not include (1) an incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

#### IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent, provided the company is entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

#### V. LIMITS OF LIABILITY

The limits of Tiability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—to "each person" and "each occurrence" and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for oil damages because of all property damage for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project awa, .rom premises owned by or rented to the named insured.

L-G20066 (2/1/68) LC LG LM LO Page 1 of 3

# Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 39 of 50

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# Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 40 of 50

Item 5. Declarations - Schedule.

DESCRIPTION OF HAZARDS		NAME OF INDEMNITEE		ATES			PREMIUMS	_
	CODE	AND DATE OF CONTRACT	COVERACE A	COVERAGE B	Covera	CE A	Cove	ERAC
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Case 24-32428-KLP Doc 86-38 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 38 Page 41 of 50





## **Home Office: Boston**

FOR PROMPT INSURANCE SERVICE - CALL YOUR SERVICE OFFICE

CLASSIFIED IN DIVIDEND CLASS I THIS POLIC GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office. Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

## COVERAGE A-BODILY INJURY LIABILITY

## COVERAGE B-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

## Coverage A. bodily injury or Coverage B. property damage

to which this policy applies, caused by an occurrence, and the comto which this pointy applies, caused by an occurrence, and the com-pany shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or prop-erty damage, even if any of the allegations of the suit are ground-less, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

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This policy does not apply:

- (a) to liability assumed by the insured under any contract or to hability assumed by the insured childer any contract of agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the owner-ship, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
  - any other automobile or aircraft operated by any person (2)in the course of his employment by the named insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured:

(c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured:

- (d) to bodily injury or property damage arising out of the owner-ship, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured; but this exclusion does not apply to bodily the named insured; but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from opera-tions performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;
- (e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution

GPO 2714 Printed (10/1/66) USA İG

PAGE 1

or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the insured under an incidental contract. or

- (2) expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organiza-tion engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
  - (1) in violation of any statute, ordinance or regulation.
  - (2) to a minor.
  - (3) to a person under the influence of alcohol, or
  - (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensa-tion, unemployment compensation or disability benefits law, or under any similar law:
- (h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract:
- (i) to property damage to
  - (1) property owned or occupied by or rented to the insured.
  - (2) property used by the insured, or
  - (3) property in the care, custody or control of the insured or as to which the insured is for any purposé exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- (j) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (k) to bodily injury or property damage resulting from the failto bodity injury or property damage resulting from the fail-ure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, speci-fications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work. malfunctioning of such products or work;
- to property damage to the named insured's products arising (1) out of such products or any part of such products;
- (m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof,



or out of materials, parts or equipment furnished in connection therewith;

(n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

## TT SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of
- this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

# III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance **cours** not apply to **bodily injury** or **property dam**age arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

### LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain **bodily injury** or property damage, or (3) claims made or suits brought on account of **bodily** injury or property damage, the company's liability is limited as follows:

1

**Coverage A**—The limit of **bodily injury** liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all **damages** because of **bodily injury** sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all **damages** because of **bodily injury** sustained by two or more persons as the result of any one occurrence; shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

**Coverage B**—The total liability of the company for all **damages** because of all **property damage** sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all **damages** because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate":

- all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### POLICY PERIOD; TERRITORY

This policy applies only to **bodily injury** or property damage which occurs during the policy period within the policy territory.

#### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

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(5) the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

- 2 **INSPECTION AND AUDIT** The company shall be permitted to inspect the insured premises, operations and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.
- **3 DEFINITIONS (a) Contract** The word "contract" means, if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement.

(b) Automobile The word "automobile" means a land motor vehicle, trailer or semitrailer, provided:

- (1) the following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise: if of the crawlertype, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in-transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified in (2) below, which is designed for use principally off public roads.
- (2) The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane, or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.
- (c) Products Hazard The term "products hazard" means
- (1) goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of the declarations excludes any part of the foregoing; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property.

other than such container, rented to or located for use of others but not sold;

(2) operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured: provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) operations for which the classification stated in division 1 of the declarations specifically includes completed operations.

(d) Assoult and Battery Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

**LIMITS OF LIABILITY** — Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident.

LIMITS OF LIABILITY — Products Subject to the limit of liability with respect to "each accident", the limits of bodily injury liability and property damage liability stated in the declarations as "aggregate products" are respectively the total limits of the company's liability for all damages arising out of the products hazard. All such damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under his name shall be considered as arising out of one accident.

**LIMITS OF LIABILITY** — Coverage B The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or-more persons or organizations, including the loss of use thereof, as the result of any one accident.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate operations" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by the ownership, maintenance or use of premises

PAGE 3

or operations rated on a remuneration premium basis or by contractors' equipment rated on a receipts premium basis.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate protective" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by operations performed for the named insured by independent contractors or general supervision thereof by the named insured, except (a) maintenance and repairs at premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate contractual" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, with respect to liability assumed by the insured under contracts covered by this policy in connection with operations for which there is an "aggregate operations" limit of property damage liability stated in the declarations.

The limits of property damage liability stated in the declarations as "aggregate operations", "aggregate protective" and "aggregate contractual" apply separately to each project with respect to operations being performed away from premises owned by or rented to the named insured.

- **7** SEVERABILITY OF INTERESTS The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.
- 8 NOTICE OF ACCIDENT When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.
- 9 NOTICE OF CLAIM OR SUIT If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- 10 ASSISTANCE AND COOPERATION OF THE IN-SURED The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.
- 11 ACTION AGAINST COMPANY No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

**OTHER INSURANCE** If the insured has other insurance **12** against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

SUBROGATION In the event of any payment under this 13 policy, the company shall be subrogated to all the insured's 13 rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

**CHANGES** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

**ASSIGNMENT** Assignment of interest under this policy 1. shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancelation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancelation of this policy.

**CANCELATION** This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancelation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

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DECLARATIONS Ey acceptance of is policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

**MUTUAL POLIC** CONDITIONS This policy is non-assessable. The policyholder is a member of the company and 18 shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends, so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

George a. Votta SECRETARY

Trank L. Farwell PRESIDENT

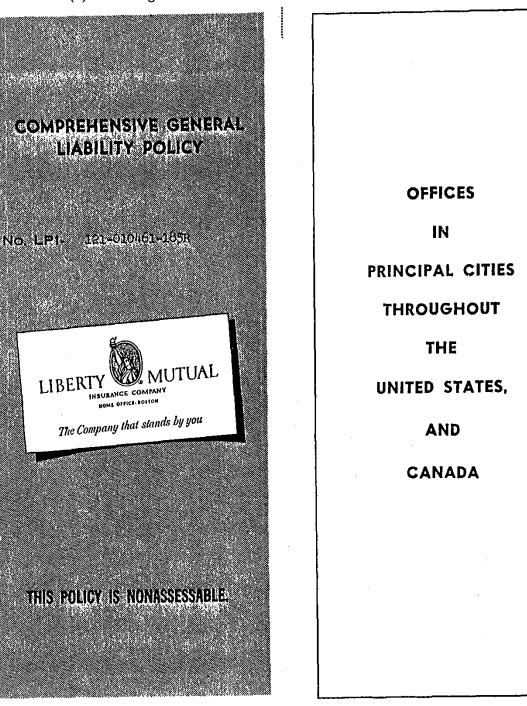


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SHORT RATE CANCELATION TABLE           Per Cant         of         of         One Year           Policy         One Year         Pelicy         One Year         Premium         in Force         Premium           1         .         5         154-156         .         .63           2         .         6         157-160         .         .53           2         .         6         157-160         .         .53           2         .         6         157-160         .         .53           3         1         12         .77				·
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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the followina:

COVERAGE A - BODILY INJURY LIABILITY

## COVERAGE B - PROPERTY DAMAGE LIABILITY

## CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

#### (All Written Contracts Except Incidental Contracts)

It is agreed that:

#### 1. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the **named insured under an insured contract**, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the **indemnitee** which the **named insured** is required to defend by the specific terms of an **insured contract**, but only to the same extent ond on the same terms as if the **indemnitee** were the **insured** under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks **damages** for which the **indemnitee** is legally entitled to indemnification under the **insured contract**, (2) the policy covers such **damages** and (3) the applicable limit of the company's liability with respect to such **damages** has not been exhausted by payment of judgments or settlements.

#### II. EXCLUSIONS

All exclusions, including exclusion (e), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

#### The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the named insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an insured contract, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.
- (3) to any agreement (a) to pay for property damage to property owned by, rented to or used by the indemnitee arising out of operations performed for the named insured by the indemnitee or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the named insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any corrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the indemnitee is an employee of the named insured, to pay on the spect to bodily injury sustained by a fellow employee arising out of and in the course of his employment by the named insured.

#### III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitee" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract made prior to the occurrence giving rise to the bodily injury or property damage with respect to which indemnification is claimed, but insured contract does not include (1) an incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

#### IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent, provided the company is entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

#### V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—to "each person" and "each occurrence" and under Coverage B—Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all property damage for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

L-G20065 (2/1/68) LC LG LM LO Page 1 of 2

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## Amendatory Endorsement

It is agreed that Item 1. Named Insured, is amended to include the second secon

This endorsement is executed by the company below designated by an entry in the box opposite its name.

44 1 1044 6 Countersigned Countersigned by Λ AUTHORIZED REPRESENTATIVE SENTATIVE Effective Date Expiration Date Audit Basis Premium \$

For attachment to Policy or Bond No. LG1-121-010461-180R Issued to

Endorsement Serial No. 1

Work Units 1-

Issued

Sales Office & No.

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	Case 24-32428-KLP		ed 07/30/24 38 Page 50		/24 15:11:49	Desc
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¢ 1					• • •	
ļ		COUNTERSIGN	IATURE OF R	esident Agen	т	
	The policy identified belo of the risk located in the	w, of which this endorse state in which the Resi	ement forms a part dent Agent resides.	, is hereby countersign	ned with respect to	all portions
	Policy Number: LG1- Name of Policyholder:	121-010461-180R	•			
	Address :					
			Countersigned by	(Resident Agent of Li	perty Mutual Insurance	c Company)
	Sales Office				<u>Californi</u> (Sume)	<u>a</u>
•	1710					
	USA					
			Countersigned by	Besident Agent of Lik	milen	201,
				Condent Agent of Lie	erty Mutual Insuranci	Company)
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۹ د ۱	Sales Office 1710		Countersigned by	G	eorgia (State)	
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DECL	ARATIONS	MU	TUAL ANCE COMPANY Home Office: Boston	″ ≈ Ц r	REHENSIVE G IABILITY POL	ICY
Gl-121	_010461-181R	TD Code Sales Office	Code   202	Salesman Martella	Code N/R 7675 2	lst Year
		eman Brothers Inc.			and <b>Cont</b>	
		E. 46th St., New		.7		
		Individual [], Partne		on 🔟, Other 🛄		
	Business of named in	sured is: Contracting		Ma. Day	Y	
Item 2.	Policy Period: From 12:0		Year 71 to the address of the na	1 1	72	
		•		·		
	Audit Basis: At Exp	piration [], Annual []	, Semi-Annual [], Q	uarterly [], Monthly	$(\underline{x}), Flat Coa$	
Item 3.	charge or charges. Th	ed is only with respect to the limit of the company's solicy having reference the	liability against each	g Coverages as are in such Coverage shall be	dicated by speci e as stated hereis	fic premiur n, subject t
		COVERAGES	LIMITS	OF LIABILITY	ADVANCE P	REMIUMS
			\$ 100,000	each person	\$	
	A-BODILY INJURY LIABILITY		\$ 300,000	each occurrence		
-			\$ 300,000	aggregate		
			\$ 100,000	each occurrence	\$	
	P PROPERTY					
	B — PROPERTY	DAMAGE LIABILIT	\$ 100,000	aggregate	1	
Item 4.		NEOUS CHARGES		aggregate 0.(s);,=.7,;.,10	\$ 200	
Item 4.			As per End. N	o.(s)), =, 7, %, %10	\$ 200.	
Item 4.				o.(s)), =, 7, %, %10	\$ 200	
Item 4.			As per End. N	o.(s)), =, 7, %, %10	\$ 2000	
Item 4.			As per End. N	o.(s)), =, 7, %, %10	\$ 2000	
Item 4.			As per End. N	o.(s)), =, 7, %, %10	\$ 200	
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Item 4.			As per End. N	o.(s)), =, 7, %, %10	\$	
Item 4.		NEOUS CHARGES	As per End. N	o.(s):,=,T,9,,20 Se No. C VANCE PREMILM		
Item 4. Item 5.	MISCELLAN The premium for thi on the second anniver	NEOUS CHARGES	As per End. N As ger End. N TOTAL AD in advance,	o.(s) (, H, T, S, M20 SE BAL C VANCE PREMIUM \$ on first an	\$ eniversary and \$	
	MISCELLAN The premium for thi on the second anniver	NEOUS CHARGES s policy is payable \$ rsary.	As per End. N As ger End. N TOTAL AD in advance,	o.(s) (, H, T, S, M20 SE BAL C VANCE PREMIUM \$ on first an	\$ eniversary and \$	
Item 5.	MISCELLAN The premium for thi on the second anniver The declarations are	NEOUS CHARGES s policy is payable \$ rsary.	As per End. N As per End. N As generation TOTAL AD in advance, d schedules designate	o.(s)	\$ miversary and \$ Hazards"	
 Item 5.	MISCELLAN The premium for thi on the second anniver The declarations are cy, including all endors	NEOUS CHARGES s policy is payable \$ rsary. completed on the attache ements issued therewith, i	As per End. N As per End. N TOTAL AD in advance, d schedules designate is hereby countersigne Home State Pol. H.G.	o.(s)	\$ miversary and \$ Hazards" Carcino Prized Representative Account	unting Entry for Exp. Period

# Case 24-32428-KLP Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 2 of 43

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HAZARDS	RATING CLASSIFICATIONS	Co
Premises	Buildings or Premises	10
<u>Operations</u>	Boat or Ship Building	24
	Sash, Door or Assembled Millwork Mfg.	24
	Fireproof Equipment Mfg.	24
	Ship Repair or Conversion	21
	Draughtsmen	34
	Contractors	37
	Carpentry N.O.C.	37
	Furniture or Fixtures Installation in Offices or Stores	51
	Carpentry	51
Products	Completed Operations: Carpentry Construction	12
Contractual	Construction Agreements - Broad Form Contracts	0

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DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES KEY	RATES COVERACE A COVERACE B	ADVANCE PREMIUM		
Premises — Operations	Codz No.	(2) REMUMERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (c)	(a) PER SIDO REMUNERATION (b) PER 100 SG. T. OF AREA (c) PER LINEAR FT. OF FRONTAGE (J) PER UNIT (c)	MO .11. CO .12 OL L T	Cover	
		BASIS		1		
152 E. 46th St. New York, N.Y.	01 0129A	b <b>Anna </b>			4	
Water Damage Liability	0129A					
154-156 E. 46th St. New York, N.Y.	01	Greater New Y	ork			
	2497	a If Any		· •		
	2464B	If Any If Any		•		
	3457	II Any If Any				
	3759				_	
	15146	If Any				
·	5437	If Any				
	3485				-	
		N.Y. State Re	mainder			
	02 2457	If Any				
	2464A	If Any				
	2464B	If Any				
	3457	If Any				
	3759	If Any	*			
	5146	If Any				
	5437	If Any		!		
				i • 1 • 1		
* = Deposit M = Minimum Premium						
Policy No. LG1-121-010461-	1818			Page No.	~ ~ ~	

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DESCRIPTION OF HAZARDS	TERR.	RR. PREMIUM BASES KEY		RATES	ADVANCE PROMILING		
				COVERAGE A   COVERAGE B	COVERACE A	(rve	
Premises — Operations	Code No.	39990 96060	REMUNERATION Sq. FT. of Area Linear FT. of Frontage Unit	(3) PER \$100 REMUNERATION (5) PER 100 SQ. FT. OF AREA (c) PER LIVEAR FT. OF FRONTAGE (c) PER UNIT (c)			
		BASE	s	i		- -	
			State of Ala.				
	3457	a	If Any			i I	
	3759	ļ	If Any			1	
	5437				-	•	
			State of Cali	<u>f:</u>	Ì		
	12					i	
	2457	Ī	If Any				
	2464A		If Any			i	
	2464B	İ	If Any				
	2489		If Any				
	i 3457		If Any				
	3759		If Any			1	
	5146		If Any	-		:	
	, 5437					- - • • •	
	:		State of Ga.				
•	2457		If Any			1	
	5437		If Any		•		
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D							
*  = Deposit M = Minimum Premium				1			
Policy No. LG1-121-010461 GPO 2745 R1 USA	-181R	·	·	<u> </u>	Page No.	<u> </u>	

# Case 24-32428-KLP Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 5 of 43

		<b>.</b> .
Item'5. Declarations — Schedule — G	'Liability Hazards	

DESCRIPTION OF HAZARDS	Terr,	PREMIUM BASES KEY	RATES COVERAGE A COVERAGE B	COVERAGE A	E FREMIUMS COVERA	
Premises — Operations	Code No.	(a) REMUNERATION (b) SG. FT. OF AREA (c) LINEAR FT. OF FRONTACE (d) UNIT (c)	(a) PCE 5100 REMUNERATION (b) PCE 100 SQ. FT. OF AREA (c) PCE LINEAR FT. OF FRONTAGE (d) PCE LINEA (c)	MO 11! CO 112 X OL & T 51)		
		BASIS				
· ·	3457	State of La.				
	3759	If Any		1		
	5437					
	2457					
	3759	State of Mair If Any				
	5437				, T	
· · ·	2457	State of Md. If Any				
	2464A	If Any				
	2464B	If Any				
	3457	If Any				
	3759	If Any		: ;		
	5146	If Any		:		
	5437					
	3759	State of Mass If Any			J 4 1 2 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	
	5437	If Any		-	1 1 1 1	
				2 2		
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			1			
* = Deposit M = Minimum Premium						
Policy No. LG1-121-010463 GPO 2745 R1 USA	-181R	·····		Page No.	<u>.</u>	

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Iter: 5. Declarations - Schedule - C / Liability Hazards

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DESCRIPTION OF HAZARDS	TERE.	PREMIUM BASES KEY	RATES COVERACE A   COVERAGE	ADVANCE PREMIC		
Premises — Operations	CODZ (b No. (d	) REMUNERATION ) SQ. FT. OF AREA ) LINEAR FT. OF FRONTAGE ) UNIT )	(a) PER SIOO REMUNERATION (b) PER 100 SQ, FT. OF AREA (c) PER LINEAR FT. OF FRONTAC (d) PER UNIT (c)		<u> </u>	
· · · · · · · · · · · · · · · · · · ·	BAS 2	13			1	
		State of N I			1	
	2457	State of N.J. If Any				
	2464A	If Any				
	2464B	If Any				
	1					
	3457	If Any		<b>?</b>		
	3759	If Any			1	
	5146	If Any	<b>*</b>		1	
,	5437	If Any				
		State of Pa.		· .		
	01	1		L		
	2457	If Any				
	2464A	If Any		<b>B</b>	ł	
	2464в	If Any		Þ.	ſ	
	3457	If Any			ł	
	3759	If Any			•	
	5146	If Any				
	5437			1 🗣 .		
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	-					
* = Deposit	t	l l				
M = MINIMUM PREMIUM		<u> </u>				
Policy No. <u>LG1-121-010461-181</u> GPO 2745 R1 U.S.A	.R			Page N	40. 5	

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·, · · Item 5. Declarations - Schedule - G ' Liability Hazards RATES ADVANCE PREMIUMS PREMIUM BASES KEY TERR. DESCRIPTION OF HAZARDS (a) REMUMERATION (b) Sq. FT. of Anza (c) Linear FT. of Frontage (d) Unit (e) COVERAGE A COVERAGE B COVERAGE A COVERACE (a) PER \$100 REMUNERATION (b) PER 100 Sq. FT. OF AREA (c) PER LINEAR FT. OF FRONTACE (d) PER USIT (c) MO 311 CO 312 X OL & T 313 Code No. PREMISES - OPERATIONS BASIS a State of Tex. 2457 If Any 2464A If Any 2464B If Any \_\_\_\_ 3457 If Any 3759 If Any 5146 If Any 5437 State of Va. 2457 If Any 2464A If Any 2464B If Any 3457 If Any 3759 If Any 5146 If Any 5437 Total Estimated Operations Premium Deposit Total Premises-Operations Premium Total Deposit \* = DEPOSIT M = MINIMUM PREMIUM Policy No. LG1-121-010461-181R Page No. 6 U.S.A GPO 2745 R1

	Item 5.	Declarations -	Schedule —	General	Liability	Hazards
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DESCRIPTION OF HAZARDS	Соря	PREMIUM BASIS	COVERACE A   COVERACE B	COVERAGE A	COVER
PRODUCTS COMPLETED OPERATIONS	No.	(a) SALES (b) RECEIPTS (c)	(a) PER \$1000 SALES (b) PER \$1000 RECEIPTS (c)	310	
Calif.	1203				-
La.	1203				
N.Y.	1203				
Tex.	1203			-	
All Other States	1203				
	-	Estimated Annual Premiu	2m		
	1	Deposit			
	· -	· ····································			
Contractual	; 		· · · · · · · · · · · · · · · · · · ·	316	
J	0559				
•		Deposit			
Miscellaneous	;				
Increased Limits	:				
Busic Charge	9990 9				
Personal Injury End. No.4	. <u>२</u> ठे40		Annual	Cov. P	
Personal Injury End.			Deposit		
Ho. 10	19840				
	i i				
•	-				
			1		
• = Deposit M = Minimum Premium					i 
Policy No. LG1-121-01046: GP0 2749	1-181R			Page No.	7

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Elevator Charges - 0799

<u>N.Y.</u>

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154-156 E. 46th St.

New York

l Passenger (6 Landings) 🛑



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LG1-121-010461-181R

Page No.  $\delta$ 

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

## EXCLUSION

# (Contamination or Pollution)

It is agreed that the insurance does not apply to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement does not apply to operations or occurrences in the following states:

Louisiana Maryland Tennessee Vermont Fuerto Rico

Premium S Effective Date For attachment to Policy or Bond No. Audit Basis Issued to

Issued

**Expiration** Date

LIBERTY MUTUAL INSURANCE COMPANY

Authorized Representative

Work Units 1 -

UŠ.A

G335

Countersigned by

Sales Office and No.

End. Serial No.

ST. PIERRE (HBI) -447

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# COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LG1-121-010461-181R Name of Policyholder:

Address:

Countersigned by (Resident Agent of Liberty Mutual Insurance Company)

Pennsylvania

(State)

Sales Office.....

1710 Printed in U.S.A.

# COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LG1-121-010461-181R Name of Policyholder:

Address:

Countersigned by Alton (Resident Agent of Liberty Mutual Insurance Company)	
California	

(State)

Sales Office.

Printed in U.S.A.

		Exhibit	(s) 39	Page 1	2 of 4	3			
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CEIVE	_								
AF O	M \	ISCELLANI		LANGE 1 Liabili		DORSEM	ENT		
THAPPY de Taa	s are an	nended by the c	hanges enter	red below	r:				
Change A - Policy	eriod:	From				То			
ALL BROTHE	n:							_	
Change C — Hazard(s)	<u> </u>	<u></u>	······································			Coverage	Code: B.I.		
	Тетт.	Premium Bases	An An	nual Rates				nce Premiums	
	Code		,						
<u></u>	No.		Coverage A	Cove	rage B	Coverage A	Coverage B	Coverage A	Coverage
<u>Eliminate:</u> Malpractice									
Endorsement No. 3		10% of (	ontractu	al B.I	. Frem	ium			
Add: Incidental Malpractice		, , ;			ł				-
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Clinics, Dispensaries Infirmaries	pr 5169	· • •				:			
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M – Minimum Premium		•			ļ	•			
If Policy Period m							<u> </u>		. <u></u>
On effective date o Adjustment of premium s			Anniversar	• · ·	midan	2nd Anniv	_ ·	forselut C E	las Charge i
				ar [_], 00					
Effective Date	just on 1-1-71	Audit			Į	Periodic F	ayment \$		
- Expiration Date		2		•·				<b>-</b>	_
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to Policy No. I Issued to			_				here a here	man_ Jan	, , , ,
пС	peman <u>-</u>	Frothers Inc	. Etal				144 6. 1000	same Man	h Z. Salar r=
Work Units				<b>`</b>	محمد ال-	سر		all. Starter	~
L-G 600	6			Countersi				d Representativ	-
(2/69)	O Printed in L	Issued lo 2 J.S.A.	2-15-72	Sales (	Office an	nd No. 20	2 1	End. Serial N	o. 22

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MISCELLANEOUS	CHANGE	ENDORSEMENT				
(General Liability)						

The policy declarations are amended by the changes entered below:

Change A - Policy Period: From

То

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Change B — Location:

Change C — Hazard(s)					Coverage (	Code: B.I.		
······································	Terr.	Premium Bases	Annu:	l Rates		Advar	ace Premiums	
Revised Rates Louisiana	Code No.		Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage
Operations Effective: 1-1-71	3457 3759 5437		3					
Effective: 3-14-71	3457 3759 5437							
Completed Operations	5							
Effective: 1-1-71	1203							
Effective: 3-14-71								
Experience Modificat Easic - 22 Credit Excess - 70 Debit	tion - 1	Louisiana						
					:			
M - Minimum Premium								
If Policy Period m On effective date of			im is payable Anniversary		2nd Annive	rsary \$		
Adjustment of premium sl	hall be m	ade at Expiration	n 🛄, Annual	, Semi-Ani	nuai 🛄. Qua	rteriy 门, M	íonthly 📋, F	lat Charge
Premium \$	on aud:	it			Periodic Pa	vment S		
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Work Units			Co	untersigned by	, Cil	?-dp2e	aclis	L C UP
L-G 600	6	• • ·		_			Representation	12
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# Case 24-32428-KLP Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 14 of 43

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# MISCELLANEOUS CHANGE ENDORSEMENT (General Liability)

The policy declarations are amended by the changes entered below:

Change A — Policy Period:	From	То

Change B -- Location:

Change C — Hazard(s)				÷	Coverage (	Code: B.I.	313	
	Тегт.	Premium Bases	Annus	l Rates		Advar	ice Premiums	
	Code				Additio	nal		
	No.	Area	Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage
Add: Corporation Va. Buildings or Premises	04 0122							
M <del></del> Minimum Premium								3 C 1971
If Policy Period m. On effective date of	ore than policy \$	one year, premiu Ist	ım is payable Anniversary ;		2nd Annive	rsary \$		
Adjustment of premium sh	nall be m	ade at Expiration	n 🗍, Annual	, Semi-Ani	nual 🗍, Qua	rterly 🗔 🕅	fonthly 📑	Flat Charge
Premium \$ On Effective Date Expiration Date Audit Basis 3 For attachment to Policy No. L( Issued to Hop) Work Units 1 L-G 6000 (2/69)	Audit 1-1-71 1-1-7 Gl-121- eman Br	2 010461-181R others Inc., Issued 1p 6	TD23 Etal. Con	untersigned b Sales Office a	Periodic Pz LIB: //	erty Mut La E. Soon Authorized	UAL INSUR	ANCE COM

# Case 24-32428-KLP Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 15 of 43

# AMENDATORY ENDORSEMENT

It is agreed that the Policy is amended as indicated by typed entries hereunder:
Policy Number to read:
Name: Hopeman Brothers Inc., Control of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the second state of the se
☐ Address:
Corporation (Other)
Delicy Period: From to 12:01 A.M. Standard Time.
C Occupation or Business of Insured:
Loss Payee: The interest of the following Loss Payee has ceased:
$\Box$ Locations:
This endorsement is executed by the company below designated by an entry in the box opposite its name 40 3ROTHER
TIBERTY MUTUAL INSURANCE COMPANY IL LIBERTY MUTUAL FIRE INSURANCE COMPANY Augu & Booman Jrank L. Jawell Stormer Frank L. Jawell Preser
Effective Date 1-1-71 Expiration Date 1-1-72 Audit Basis 8 For attachment to Policy No. LG1-121-010461-181R TD23
Issued to Hopeman Brothers Inc., Countersigned by
AUTHORIZED REPRESENTATIVE TO 1227 ED. 4 Issued 1p 6-24-71 Sales Office and No. 202 End. Serial No. 19 Printed in U.S.A.

#### Case 24-32428-KLP Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 16 of 43

### CHANGE OF LIMITS OF LIABILITY ENDORSEMENT

It is agreed that the limit of the company's liability against any coverage below with respect to which a typewritten entry oppears shall be as stated by such typewritten entry, subject to all of the terms of the policy having reference thereto and to any special provisions stated herein. The rates and advance premiums for the coverages to which this endorsement applies are stated in the schedule attached.

COVERAGES?	İ	LIMITS OF LIABILITY		
COVERAGE A - Bodily Injury Liability	s	250,000	each person	
	\$ \$	500,000 500,000	each occurrence aggregate	
COVERAGE 8 — Property Damage Liability	3	250,000	each occurrence	
	\$	250,000	oggregate	
COVERAGE E Premises Medical Payments	\$		each person	
	3		each accident	
COVERAGE P Personal Injury	\$		each person aggregate	
· · · · · · · · · · · · · · · · · · ·	s		general aggregate	

"NOTE: The particular policy to which this endarsement applies may not include all coverages listed.

#### SPECIAL PROVISIONS

1. PROJECT OR PREMISES: If a project or premises are designated herein, the above limits of liability apply only to loss orising out of such project or premises.

2. OTHER (Specify): The provisions of this endorsement with respect to Coverage A - Bodily Injury Lizbility do not apply with respect to Louisiana

Premiu <del>m</del> S i	adjust on audit		LIBERTY MUTUAL INSURA	NCE COMPANY	
Effective Date Expiration Date Audit Basis For attachment	3-14-71 1-1-72 8		hank L. Fa	PRESIDENT	-
to Policy No.	1G1-121-010461-181R TI	23 E E + V E	Aua &. Do	orwan_	
issued to Hoy	peman Brothers Inc., Etal	4		Secretary	
Work Units	ì	UN 81971			
1-	-	BROTHER?	1	10	
L-G 6002 (10/1) LC LG LM	LO .	Countersigned by	CW Acca	elet p	~.
Page 1 Of 7 Ponted USA	<sup>Issued</sup> rb 5-28-71	5.0. 202 Endors	iement Serial No. 18		
	~ 3 -	·		<u>.</u> .	

# PREMIUM DISCOUNT ENDORSEMENT

### (Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

- 1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
- 2. The following elements of the Total Standard Premium are not subject to discount:
  - (a) Any premium for insurance in the the state of Louisiana;
  - (b) Any premium for Automobile Bodily Injury Liability insurance in the Commonwealth of Massachusetts;
  - (c) Any premium subject to retrospective rating.
- 3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
- 4. The provisions of this endorsement shall not apply to New York premium in the event such premium is less than \$100.
- 5. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
- 6. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	(Wayne Manufacturing Corporation)	ESTIMATED STANDARD PREMIUM
AE1-121-010461-161	(Hopeman Brothers Inc.)	
∂anada LG1-121-010461-151	(Hopeman Bros. Inc., Etal)	
LG1-121-010461-231R		
LG1-121-022356-021R		

LIBERTY MUTUAL INSURANCE COMPANY

awel

PRESIDENT

SECRETARY

AUTHORIZED REPRESENTATIVE

Countersigned by

2237 -23-59 USA

Issued to

Premium \$

Effective Date

Expiration Date Audit Basis For attachment

Issued

to Policy No. LG1-121-010461-1813

Endorsement Serial No. 17

# RETROSPECTIVE PREMIUM ENDORSEMENT — PLAN ( $_{D}$ ) Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement — Plan\_D\_\_\_\_ forming a part of policy\_WCl-l2l-010461-171

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. PRESIDENT

Effective Date Expiration Date Audit Bäsis For attachment to Policy No. LG1-121-010461-181R

Issued

Issued to

U AU SECRETARY

AUTHORIZED REPRESENTATIVE

Countersigned by..

Sales Office and No.

End. Serial No. 16

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#### Case 24-32428-KLP Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 19 of 43

## TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S PLAN OF OPERATION (General Ligbility Insurance)

It is agreed that the premium pertaining to Texas General Liability and Medical Payments insurance determined under the provisions of the policy other than this endorsement shall be modified at the time of computation of the dividend applicable thereto, if any, declared by the board of directors, by applying the applicable adjustment factor stated in the Table of Adjustment Factors, and the dividend percentage fixed and determined by the board of directors shall be applied to such modified premium.

#### TABLE OF ADJUSTMENT FACTORS

The term "Standard Premium" shall mean the premium, to the nearest dollar, for General Liability and Medical Payments insurance computed in accordance with the provisions of the policy, other than this endorsement, and exclusive of the application of any retrospective rating plan or any premium discount endorsement.

The following adjustment factors apply subject to a maximum factor of 1.000 divided by the difference between 1.000 and the dividend rate expressed as a decimal.

Standard	Adjustment	Standard	Adjustmen
Premium	Factor	Premium	Factor
\$ 1,000 - \$ 1,999	1,010	\$ 15,000 \$ 19,999	1,060
2,000 - 2,999	1.020	20,000 — 24,999	1.065
3,000 — 3,999	1.025	25,000 29,999	1.065
4,000 4,999	1.030	30,000 — 34,999	1.070
5,000 — 5,999	1.035	35,000 — 39,999	1.075
6,000 6,999	1,040	40,000 — 44,999	1.080
7,000 — 7,999	1.045	45,000 49,999	1.085
8,000 — 8.999	1.050	50,000 — 74,999	1.090
9,000 - 9,999	1.050	75,000 — 99,999	1.095
10,000 - 12,499	1.055	100,000 - 249,999	1.100
12,500 - 14,999	1,060 )	250,000 and over	1,105

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

uau SECRETARY

Countersioned by

Premium \$

.... Effective Date Expiration Date Audit Basis For attachment to Policy No. LG1-121-010461-181R

issued to

Form L-G 5001 (Texas) (7/1/66) LC LG LM LO Printed US.A.

Endorsement No. 15

## PREMIUM DISCOUNT ENDORSEMENT - TEXAS (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

- Texas General Liability Standard Premium. Such premium pertaining to Texas computed in accordance with the provisions
  of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
- 2. Total Standard Premium for All States. The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
- 3. Premium Discount -- Texas.
  - (a) For policy periods of one year or less The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
  - (b) For policy periods of more than one year The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
  - (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium, the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium os is whilet to rate percentage stated in said Table opposite so much of the Total Standard Premium os is whilet to rate percentage stated in said Table opposite so much of the Total Standard Premium os is much of the Total Standard Premium os is while to rate percentage. is subject to retrospective rating.

### TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES (General Liability)

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable : to Texas General : Liability Standard ! Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- contage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	0.0%	\$1,392	2.5%	\$2,320	5.0%	\$5,274	7.5%
1,006	0.1	1,415	2.6	2,384	5.1	5,334	7.6
1,018	0.2	1,439	2.7	2,451	5.2	5,395	7.7
1,030	0.3	1,463	2.8	2,522	5.3	5,457	7.8
1,042	0.4	1,488	2.9	2,598	5.4	5,521	7.9
1,055	0.5	1,514	3.0	2,677	5.5	5,586	8.0
1,068	0.6	1,540	3.1	2,762	5.6	5,653	8.1
1,081	0.7	1,568	3.2	2,853	5.7	5,722	8.2
1,095	0.8	1,597	3.3	2,950	5.8	5,792	8.3
1,109	0.9	1,627	3.4	3,053	5.9	5,864	8.4
1,123	1.0	1,658	3.5	3,164	6.0	5,938	8.5
1,138	1.1	1,690	3.6	3,284	6.1	6,013	8.6
1,153	1.2	1,723	3.7	3,412	6.2	6,091	8.7
1,168	1.3	1,758	3.8	3,552	6.3	6,170	8.8
1,184	1.4	1,794	3.9	3,703	6.4	6,252	8.9
1,200 1,217 1,235 1,252 1,271	1.5 1.6 1.7 1.8 1.9	1,832 1,871 1,913 1,956 2,000	4.0 4.1 4.2 4.3	3,867 4,047 4,244 4,462 4,703	6.5 6.6 6.7 6.8 6.9	6,336 6,422 6,511 6,602 6,696	9.0 9.1 9.2 9.3 9:4
1,289	2.0	2,048	4.5	4,972	7.0	6,792	9.5
1,309	2.1	2,097	46	5,049	7.1	6,891	9.6
1,329	2.2	2,149	4.7	5,103	7.2	6,993	9.7
1,349	2.3	2,203	4.8	5,159	7.3	7,098	9.8
1,371	2.4	2,260	4.9	5,216	7.4	7,207	9.9

(Continued on page 2)

Form L-G 5002 (Texas) (7/1/66) LC LG LM LO Page 1 Printed USA

Total Standerd Premium (See Note)	Premium Discount Per- centage-Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	13,8	(1)	(2)	(1)	(2)
\$ 7,318	10.0%	\$ 16,000		\$38,787	17.0%	\$ 74,987	20.5%
7,434	10.1	16,562		39,329	17.1	77,042	20.6
7,552	10.2	17,164		39,887	17.2	79,212	20.7
7,675	10.3	17,812		40,461	17.3	81,508	20.8
7,802	10.4	18,510		41,052	17.4	83,941	20.9
7,933	10.5	19,266	14.0	41,660	17.5	86,524	21.0
8,069	10.6	20,086	14.1	42,286	17.6	89,270	21.1
8,209	10.7	20,978	14.2	42,932	17.7	92,197	21.2
8,354	10.8	21,954	14.3	43,597	17.8	95,323	21.3
8,505	10.9	23,025	14.4	44,284	17.9	98,667	21.4
8,661	11.0	24,206	14.5	44,992	18.0	102,255	21.5
8,823	11.1	25,514	14.6	45,724	18.1	106,114	21.6
8,991	11.2	26,972	14.7	46,480	18.2	110,275	21.7
9,166	11.3	28,607	14.8	47,261	18.3	114,776	21.8
9,347	11.4	30,075	14.9	48,069	18.4	119,660	21.9
9,536	11.5	30,400	15.0	48,905	18.5	124,978	22.0
9,732	11.6	30,733	15.1	49,770	18.6	130,791	22.1
9,937	11.7	31,072	15.2	50,667	18.7	137,171	22.2
10,151	11.8	31,419	15.3	51,597	18.8	144,206	22.3
10,374	11.9	31,775	15.4	52,561	18.9	152,000	22.4
10,607	12.0	32,138	15.5	53,562	19.0	160,686	22.5
10,851	12.1	32,509	15.6	54,602	19.1	170,425	22.6
11,106	12.2	32,889	15.7	55,684	19.2	181,420	22.7
11,374	12.3	33,279	15.8	56,809	19.3	193,932	22.8
11,655	12.4	33,677	15.9	57,980	19.4	208,297	22.9
11,950	12.5	34,085	16.0	59,200	19.5	224,960	23.0
12,260	12.6	34,504	16.1	60,474	19.6	244,522	23.1
12,587	12.7	34,932	16.2	61,803	19.7	267,810	23.2
12,932	12.8	35,372	16.3	63,192	19.8	296,000	23.3
13,296	12.9	35,822	16.4	64,644	19.9	330,824	23.4
13,682 14,090 14,524 14,985 15,476	13.0 13.1 13.2 13.3 13.4	36,284 36,759 37,246 37,745 38,259	16.5 16.6 16.7 16.8 16.9	66,165 67,760 69,433 71,190 73,039	20.0 20.1 20.2 20.3 20.4	374,934 432,616 500,000 Over 500,000	23.5 23.6 23.6 *

## TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES -- Continued

NOTE: For premium not shown use the value for the next lower premium stated in the table. \*If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 23.6% for the first \$590,000 and 24.2% for the portion over \$500,000.

5.

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Policy Numbers

Estimated Standard Premium

Premium \$

Effective Date Expiration Date Audit Basis For attachment to Policy No. LG1-121-010461-181R

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Total

SECRETARY

Countersigned by.....

Form L-G 5002 (Texas) (7/1/66) LC LG LM LO Page 2

Endorsement No. 14

Authorized Representative

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

## Coverage A-Bodily Injury Liability

Coverage B—Property Damage Liability

## MOBILE EQUIPMENT

#### (Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

- Except to the extent provided in paragraph 2. below, the insurance afforded by this policy does not apply either on a
  primary or excess basis to bodily injury or property damage with respect to which any insurance (regardless of amount) is
  afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the named
  insured.
- 2. If the only liability insurance applicable with respect to such bodily injury under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to bodily injury arising out of the operation or use of the mobile equipment other than solely for the purposes of transportation or locomotion.

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Effective Date Expiration Date - -----Audit Basis For attachment to Policy No. LG1-121-010461-181R

issued to

U Countersigned b Authorized Representative

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Issued

Endorsement No. 13

G513 LF LG LO LM LX (10/1/66)

# Case 24-32428-KLP Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 23 of 43

## ACTION AGAINST COMPANY AMENDMENT (Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

For attachment to Policy No. LG1-121-010461-181R Issued to

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Countersigned by ..... Authorized Representative

G512, A0013 AE AV AG LF LG LO LM LX Issued 10-1-66

Endorsement No. 12

# P Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 24 of 43

# RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2006b	No. 2
Interpretation of Notice of Accident Condition	102	No. 5
Deductible Property Damage Liability	102	No. 7

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date Expiration Date PRESIDENT Audit Basis For attachment to Policy No. LG1-121-010461-181R UI AU SECRETARY Issued to

Countersigned by. AUTHORIZED REPRESENTATIVE

652 Louisiana

Issued

Sales Office and No.

End. Serial No. 11

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# Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 25 of 43

# **RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT**

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2006b	No. 2
Interpretation of Notice of Accident Condition	102	No. 5
Deductible Property Damage Liability	102	No. 7

## LIBERTY MUTUAL INSURANCE COMPANY

Tarmel Janb Z.

PRESIDENT

Countersigned by

AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 11

652 Louisiana

Issued to

Effective Date Expiration Date

Audit Basis For attachment

Issued

to Policy No. LG1-121-010461-181R

1.2.1

a,

### PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

### I. COVERAGE P - PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

(a) acts committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or agreement;

(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

#### 11. COVERAGE P - LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the **insured**, such percentage of the loss shall be borne by the **insured**; provided the company may pay the **insured**'s portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **normed insured** shall promptly reimburse the company therefor.

#### COVERAGE P - POLICY PERIOD: TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### IV. COVERAGE P - DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property defamation". damage,"

Schedule

Limits of Liability

\$ 100,000 \$ 300,000

each person aggregate general aggregate

Insured's Porticipation

Flat Charge \$22.

0 per cent

Code 9840 The provision of this endorsement apply only with respect to: Protective Company

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Effective Date-----Expiration Date Audit Basis For attachment

Premium s Included on Declaration

to Policy No. \_\_\_\_\_\_\_\_010461-181R

issued to

SECRETARY

esentative

Countersigned by .....

L-G2004 (10/1/66) LC LG LM LO Printeg USA

Authorized Repr Endorsement No. 10 3. 3

# P Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 27 of 43

## WATERCRAFT EXCLUSION

It is agreed that Exclusion (d) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

Flat Charge

This endorsement is executed by the company below designated by an entry in the box opposite its name.

ILIBERTY MUTUAL INSURANCE COMPANY
ILIBERTY MUTUAL FIRE INSURANCE COMPA.

Countersigned by Countersigned by. AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE Effective Date Expiration Date Audit Basis

Premium \$ Included on Declaration For attachment to Policy or Bond No. LG1-121-010461-181R Issued to

Endorsement Serial No. 9

Work Units 1 ---

Issued

Sales Office & No.

20 13 1

# 3-KLP Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 28 of 43

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A -- BODILY INJURY LIABILITY COVERAGE B -- PROPERTY DAMAGE LIABILITY COVERAGE P -- PERSONAL INJURY LIABILITY

#### FOREIGN COVERAGE ENDORSEMENT

## It is agreed that:

### I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

#### 11. INVESTIGATION; DEFENSE; SETTLEMENT -- FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

#### III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

<u>Code</u> 3759 Rates State of Hire

Premium \$

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Countersigned by .....

L-G2001 (10/1/66)

Endorsement No. 8

## DEDUCTIBLE PROPERTY DAMAGE LIABILITY (LIMITED FORM)

It is agreed that exclusion (i) of the policy jacket is amended to read as follows:

- To Property Damage to (1) Property owned or occupied by or rented to the insured or
- (2) Property used by the insured

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But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for property damage liability applies subject to the following provisions:

- 1. \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
- 2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
- 3. The company may pay any part or all of the deductible amount to effect settle of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the deductible amount as has been paid by the company.

Code	Remuneration	P.D. Rate Per \$100 Remuneration	Premium
776	If Any		

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Countersigned Countersigned by\_ AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

Expiration Date

Effective Date Audit Basis

Premium \$ Included on Declaration For attachment to Policy or Bond No. LG1-121-010461-181R Issued to

Endorsement Serial No. 7

Work Units 1 -+

Issued

Sales Office & No.

# Case 24-32428-KLP Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 30 of 43

EXCLUSION

#### (All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to bodily injury, personal injury or property damage arising out of

- (a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
   (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or
- (c) goods or products manufactured at or distributed from such premises.

**Description and Location of Premises** 

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LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

Effective Date Expiration-Date

For ottachment to Policy No. LG1-121-010461-181R Issued to R R

man SECRETARY Countersigned b

G301 (10/1/66) LC LG LM

Endorsement No. 6

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## INTERPRETATION OF NOTICE OF ACCIDENT CONDITION

It is agreed that in event of an occurrence written notice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 4 indicated on the policy jacket.

## AMENDING CONDITION NO. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective."

## FAILURE TO DISCLOSE HAZARDS EXISTING ON EFFECTIVE DATE OF POLICY

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name. S LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPAN

AUTHORIZED REPRESENTATIVE

Countersigned by

Countersigned by. **Expiration** Date

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$

For attachment to Policy or Bond No. LG1-121-010461-181R Issued to

Endorsement Serial No. 5

Work Units 1 --

Issued

Sales Office & No.

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## PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the nemed insured as follows:

#### I. COVERAGE P -- PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on occount of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

(a) acts committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or agreement:

(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

#### II. COVERAGE P -- LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all **demages** because of all **personal injury** to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of **personal injury** liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

#### III. COVERAGE P -- POLICY PERIOD; TERRITORY

This policy also applies to **personal injury** which occurs during the policy period within the **policy territory**; provided, however, that **personal injury** arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### IV. COVERAGE P -- DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage,"

Schedule

Limits of Liability

Insured's Participation

225 of Operations B.I. Premium - Annual

. . . . . .

Code 9840

each person aggregate

general aggregate

Premium \$ Included on Declaration

to Policy No. LG1-121-010461-181R

Countersigned by

L-G2004 (10/1/66) LC LG LM LO

Authorized Rep Endorsement No. 4

PRESIDENT -

ST. PIERRE (HBI) -469

centative

LIBERTY MUTUAL INSURANCE COMPANY

per cent

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Deposit

\$ 100,000

\$ 300,000

Printed in U.S.A

Effective Date

issued to

**Expiration Date** Audit Basis For attachment 9. IN B

# .P Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 33 of 43

## MALPRACTICE ENDORSEMENT

It is agreed that with respect to such insurance as is afforded under Coverage A Contractual Bodily Injury Liability, that malpractice, error or mistake in rendering or failing to render medical, surgical, dental X-ray, cosmetic, tonsorial or other professional or sanatory service treatment shall be deemed an occurrence and that all malpractice, error or mistake in rendering or omission of such services, or treatment to any one person shall be deemed one occurrence.

It is further agreed that such insurance as is afforded by this endorsement applies only with respect to liability assumed under contracts.

Rate-10% of Contractual B.I. Premium

Annual deposit

Minimum Premium

This endorsement is executed by the company below designated by an entry in the box opposite its name.

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Countersigned by.

AUTHORIZED REPRESENTATIVE

Effective Date AUTHONYÉED REPEASENTATIVE Audit Basis Premium \$ Included on Declaration For attachment to Policy or Bond No. LG1-121-010461-181R Issued to

Endorsement Serial No. 3

Work Units 1-

Countersigned by

Issued

Sales Office & No.

Case 24-32428-KLP Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 34 of 43

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

## COVERAGE A - BODILY INJURY LIABILITY

COVERAGE B --- PROPERTY DAMAGE LIABILITY

## CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

#### (All Written Contracts Except Incidental Contracts)

It is agreed that:

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#### I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the nemed insured under an insured contract, subject to the limits of jiability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the **indemalter** which the **nemed insured** is required to defand by the specific terms of an **insured contract**, but only to the same extent and on the same terms as if the **indemniter** were the **insured** under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks **demages** for which the **indemniter** is legally entitled to indemnification under the **insured** contract, (2) the policy covers such **damages** and (3) the applicable limit of the company's liability with respect to such **damages** has not been exhousted by payment of judgments or settlements.

#### II. EXCLUSIONS

All exclusions, including exclusion (e), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the nemed insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an insured contract, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.
- (3) to any agreement (a) to pay for property damage to property owned by, rented to or used by the indemnitee arising out of operations performed for the named insured by the indemniteo or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the semed insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the indemnites is an employee of the samed insured, to pay any anounts or benefits on account of the samed insured, to pay any amounts or benefits on account of the same of the samed insured, to pay any amounts or benefits on account of the same of the samed insured or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the indemnites is an employee arising out of and in the course of his employment by the semed insured.

#### III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitue" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract made prior to the occurrence giving rise to the bodily injury or property damage with respect to which indemnification is claimed, but insured contract does not include (1) an incidental contract, (2) a warranty of fitness or quality of the nemed insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

### IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent, provided the company is entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

#### V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A-Bodily Injury Liability-to "each person" and \_\_\_\_\_\_ "each occurrence" and under Coverage B-Property Damage Liability-to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all **damages** because of all **property damage** for which liability is assumed under all **insured contracts** shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the **named insured**.

L-G2006b (2/1/68) LC LG LM LO Poge 1 of 2

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# Case 24-32428-KLP Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 35 of 43

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Limit of Liability						\$		oggrege
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Classification	Code	Code Premium Bases Key		Rotes		Advance Premiums		
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Premium \$ Included on Schedule

Effective Date Expiration Date ----Audit Basis For attachment to Policy No. LG1-121-010461-181R

Issued to

Work Units 1-L-G20066 (2/1/68) LC LG LM LO Poge 2 of 2

LIBERTY MUTUAL INSURANCE COMPANY

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PRESIDENT

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Countersigned by

Endorsement No. 2

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#### Doc 86-39 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 39 Page 36 of 43

## AMENDATORY ENDORSEMENT

It is agreed that Item 1, Named Insured, is amended to include 🛲 🖕 but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name. I LIBERTY MUTUAL INSURANCE COMPANY

Expiration Date

ua E

□ LIBERTY MUTUAL FIRE INSURANCE COMP;

Countersigned by

Countersigned by AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis

Premium \$ For attachment to Policy or Bond No. LG1-121-010461-181R Issued to

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 1

Work Units 1 -

Issued

Sales Office & No.

Case 24-32428-KLP	Doc 86-39	Filed 07/30/24	Entered 07/30/24	4 15:11:49	Desc
	Exhibi	t(s) 39 Page 3	7 of 43		
50 x 10 x		.,			
					-
C	C . ITERSIGNAT	TURE OF RESIDEN	IT AC IT		

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

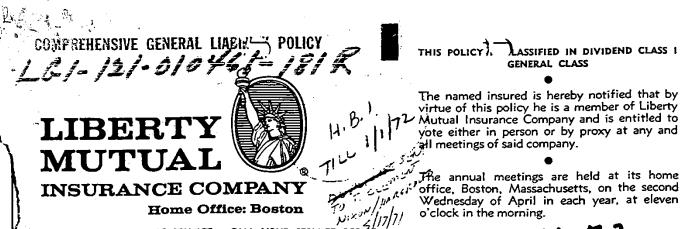
Policy Number: LG1-121-010461-182R Name of Policyholder:

Address:

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	G	resigned by Mu	ile H- Sean
- · ·	Coun		ent of Liberty Matual Insurance Company)
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Sales Office			(State)
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FOR PROMPT INSURANCE SERVICE - CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

COVERAGE A BODILY INJURY LIABILITY

## COVERAGE B-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

### Coverage A. bodily injury or

#### Coverage B. property damage

to which this policy applies, caused by an occurrence, and the com-pany shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or prop-erty damage, even if any of the allegations of the suit are ground-less, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

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This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner:
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured:

(c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured:

- to **bodily injury** or **property damage** arising out of the owner-ship, maintenance, operation, use, loading or unloading of any watercraft, if the **bodily injury** or **property damage** occurs away from premises owned by, rented to or controlled by (d) the named insured; but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;
- (e) to **bodily injury** or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution

GPO 2714 Ponted (10/1/66) U.S.A **LG** 

or to any act or condition incident to any of the foregoing, with respect to

71-72

- (1) liability assumed by the insured under an incidental contract; or
- (2) expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
  - (1) in violation of any statute, ordinance or regulation,
  - (2) to a minor.
  - (3) to a person under the influence of alcohol, or
  - (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensa-tion, unemployment compensation or disability benefits law, or under any similar law;
- (h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

#### (i) to property damage to

- (1) property owned or occupied by or rented to the insured,
- (2) property used by the insured, or
- (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- to property damage to premises alienated by the named insured arising out of such premises or any part thereof; (j)
- -----(k) to-bodily injury or property damage resulting from the fail-ure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, speci-fications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
  - $(\mathbf{D})$ to property damage to the named insured's products arising out of such products or any part of such products;
  - (m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof,

PAGE I



or out of materials, parts or equipment furnished in connection therewith;

(n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

# SUPPLEMENTARY PAYMENTS

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The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

# II PERSONS INSURED

Each of the following is an **insured** under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - (i) an employee of the **named insured** while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance avail-... able, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).



This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

#### LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

**Coverage A**—The limit of **bodily injury** liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all **damages** because of **bodily injury** sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all **damages** because of **bodily injury** sustained by two or more persons as the result of any one occurrence shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

**Coverage B**—The total liability of the company for all **damages** because of all **property damage** sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

**Coverages A and B**—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

## POLICY PERIOD; TERRITORY

This policy applies only to **bodily injury** or property damage which occurs during the policy period within the policy territory.

#### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

PAGE 2

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

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"bodily injury" means bodily injury, sickness or disease sustained by any person;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"damages" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises. (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability; \_\_\_\_

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not selfpropelled, (1) not subject to motor vehicle registration, or (2), maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-



transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, in **bodily** injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible property.

#### CONDITIONS

**Premium** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. П

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

... The company\_may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment

PAGE 3

made by the company which it would not have been obligated to make under the terms of this policy except for the agreement con-. tained in this paragraph.

#### Insured's Duties in the Event of Occurrence, Claim or Suit

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- (a) In the event of an occurrence, written notice containing In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reason-ably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions but such expense shall not be recreated similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the con-duct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the at-tendance of witnesses. The insured shall not, except at his own cost voluntarily make any payment assume any obligation. own cost, voluntarily make any payment, assume any obliga-tion or incur any expense other than for first aid to others at the time of accident.

Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall there-after be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

**Other Insurance** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater propor-tion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount

of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collective insurance extent to the liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form S a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, how-ever, the named insured shall die, such insurance as is afforded by ever, the named insured shall die, such insurance as is arrorded by this policy shall apply (1) to the named insured's legal representa-tive, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Buca E. Doorman

SECRETARY

Frank L. Farwell

PAGE 4 (See Page 5)

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVER-AGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

#### It is agreed that:

1. The policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association. Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof. thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.
- 11. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor:

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to con-tain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

LIBERTY MUTUAL INSURANCE COMPANY

Auce E. Doorman

SECRETARY

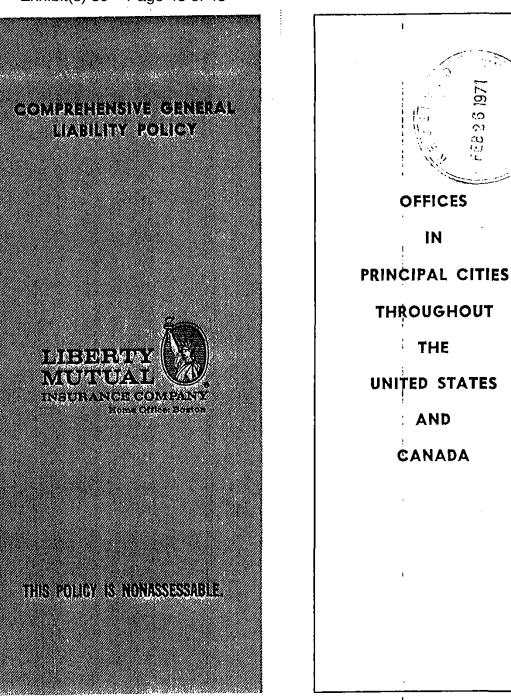
Trank L. Farwell

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SHORT RATE CANCELATION TABLE Per Cent Per Cenl of One Year Days Days of Policy One Year Policy Premium In Force Premium In Force 154-156 157-160 63 Б . 54 6 . . . **6**6 7 161-164 3-. . . ŏ-8 δ6 165-167 . . . 67 7-9 168-171 8 . ٠ 172-175 58 10 9. 10 . . . ŠŶ 11 176-178 11 - 12. . 12 179-182 (6 mos.) 60 13-14 . . . 61 15- 16 13 183-187 . . . . . 14 16 17- 18 188-191 62 . . . . 63 19- 20 192-196 . . . 04 21- 22 16 17 197-200 . . . . 65 201-205 23- 25 . . . . 26- 29 18 19 206-209 66 . . 210-214 (7 mos.) 67 30- 32 (1 mo.) 20 21 22 215-218 68 33- 36 . . . . . . 69 37 - 40219 - 223. . . . . 224-228 70 41- 43 . . 23 24 25 26 229 - 23271 44- 47 . . . 48- 51 52- 54 233-237 72 . . 238-241 73 . . 65- 58 242-246 (8 mos.) 74 . . 247-250 75 76 . . . 251-255 . 77 256-260 . . . . 30 31 261-264 78 70- 73 . . . , 79 265-269 74-76 . . 32 33 77- 80 270-273 (9 mos.) 80 . . 81 81- 83 274-278 . . . . . 34 279-282 82 84- 87 . . 83 283-287 . 288-291 292-296 36 37 84 . 95- 98 85 1.1 . . 38 297-301 86 99-102 . . . 103-105 39 302-305 (10 mos.) 87 . . 88 40 306-310 106-109 . . . . 89 110-113 41 311-314 . . 42 315-319 90 114-116 . 320-323 324-328 91 117-120 43 . 121-124 (4 mos.) 44 92 . 125-127 45 329-332 93 . . . **4**6 333-337 (11 mos.) 94 28-131 . . . 32-135 95 47 388-842 . . . . . 98 136-138 48 343-346 . . . 139-142 49 347-351 97 . . 143-146 50 352-355 98 . . 51 356-360 99 147-149 361--365 (12 mos.) 100 If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro-rata earned premium on the basis of the ratil of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.



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Cas		07/30/24 Entered 07/30/2 Page 1 of 37	24 15:11:49 Desc
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DECL			DMPREHENSIVE GENERAL LIABILITY POLICY
Policy No. LG1- 12	TD Code Sales Office 1-010461-182R 23 N.Y.	Code Salesman 202 Martella	Code         N/R         1st Year           7675         2         37
Item 1.			
	Address 156 E. 46th St., New York, N.Y	1. 10017	
	The named insured is: Individual [], Partnership		
	Business of named insured is: Contracting		
Item 2.	Policy Period: From Day 12:01 A.M., standard time at the	Kear Mo. 2 10 1 address of the named insured as s	Day Year 1 73 tated herein.
	Audit Basis: At Expiration ], Annual ], Sen	ni-Annual [], Quarterly [], Mo	onthly X, Flat Charge
Item 3.	The insurance afforded is only with respect to suc charge or charges. The limit of the company's liab all the terms of this policy having reference thereto	ility against each such Coverage sh	are indicated by specific premium hall be as stated herein, subject to
	COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
	A—BODILY INJURY LIABILITY	<ul> <li>\$ 250,000 each person</li> <li>\$ 500,000 each occurr</li> <li>\$ 500,000 aggregate</li> </ul>	
	B PROPERTY DAMAGE LIABILITY	<ul> <li>\$ 250,000 each occurr</li> <li>\$ 250,000 aggregate</li> </ul>	rence \$
Item 4.	MISCELLANEOUS CHARGES	As per End. No.(s) 3,6,8 & 9	9 \$
	HAR 3 1972 HAR 3 1972 The premium for this policy is payable \$	Deposit -TOTAL ADVANCE/PREMI in advance, \$ on fu	IUM- & Total S
	on the second anniversary.		
Item 5.	The declarations are completed on the attached scl	hedules designated "General Liabil	lity Hazards"

···· . Authorized Representative The policy, including all endorsements issued therewith, is hereby countersigned by ... 1 **4**... Work Units Periodic Payment , Rating Basis Typed Audit Basis Home State | Pol. H.G. Renewal of Accounting Entry 1, 172 16 2-15-32 8 LG1-121-010461-181R Mđ. Dividend for Exp. Period EXHIBIT RENR | ş. 

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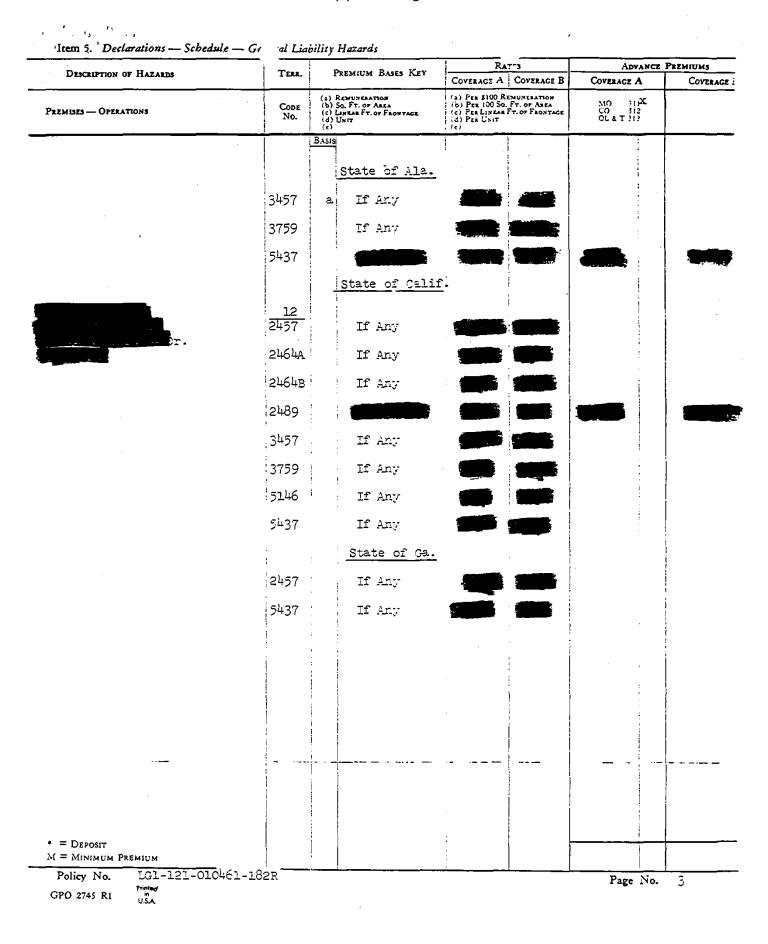
# Case 24-32428-KLP Doc 86-40 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 40 Page 2 of 37

t, **** *		· · ·
Item 4 and for 5	Declarations — Schedule — Description of Classifications	
HAZARDS	RATING CLASSIFICATIONS	Code
	Buildings or Premises	012
	Buildings or Premises	C122
perations	Boat or Ship Building	2461
<u>, 501 0 01 01 0</u> 2	Sash, Door or Assembled Millwork Mfg.	2461
	Fireproof Equipment Mfg.	245
	Ship Repair or Conversion	240 248
	Draughtsmen	346;
	Contractors	
		375
	Carpentry N.O.C.	345
	Furniture or Fixtures Installation in Offices or Stores	516
	Carpentry	543
roducts	Completed Operations: Carpentry Construction	120
ontractual	Construction Agreements - Broad Form Contracts	0559
-	· · · · · · · · · · · · · · · · · · ·	
Policy No. LG1-	121-010461-182R Page No. 1	
GPO 2799 USA	121-010461-152R Page No. 1	

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	TERR.	Premium Bases Key	RATES	ADVANCE	PREMIUMS
DESCRIPTION OF HAZARDS	1 ERR.		COVERACE A COVERACE B	COVERAGE A	COVERA
PREMISES OPERATIONS	Code No.	(2) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (c)	(3) PSA 5100 REMUNERATION (b) PER 100 So. FT. OF AREA (c) PLA LINEAR FT. OF FRONTAGE (d) PER UNIT (c)		
		BASIS			
<u>Y.</u> 2 E. 46th St.					
w York, N.Y.	01_ 0129A				
ter Lamage Liability	0129A	;			
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	04				
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24-156 E. 46th St. w York, N.Y.	Ol				
	2457	a If Any		H .	
,	2464	If Any			
	2464B	If Any			
		· · ·			
	3457	If Any		ł	
•	3759				
	5146	If Any			
	5437	If Any		•	
				_	
	3485				
	02	N.Y, State Re	mainder		
	2 <u>02</u> 2457	If Any		İ	
	   2464 <u>A  </u>	If Any			
	2462B	Iî Any			
	- 3457			<u> </u>	
	3759	II Any			
	5146	Iî Any			
· = Deposit M = Minimum Premium	5437	If Any		i	

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' Item 5. Declarations - Scheaule - G - al Liability Hazards

DESCRIPTION OF HAZARDS	TERR	PREMIUM BASES KEY	RATIS		PREMIUMS	
·			COVERAGE A COVERAGE B	COVERACE A	Covers	
PREMISES OPERATIONS	Code No.	(a) REMUNERATION (b) Sq. Ft. of Area (c) Linear Ft. of Frontage (d) Unit (c)	11. 7 - SINO REMUNERATION (D. 1994 IND SO. FT. OF AREA (C) PLALINGAR FT. OF FRONTAGE (C) PLA UNIT (C)	MO 112C CO 112 OL & T 112		
· · · · · · · · · · · · · · · · · · ·		State of La.				
	3457	If Any				
	3759	If Any				
	5437					
		State of Main	ne			
	3759	If Any				
	5437	If Any				
	:	State of Md.				
	2457	If Any			1	
	2464A	If Any				
	2464B	If Any				
	3457	If Any				
	3759	If Any			ļ	
	5146	If Any				
	5437					
		State of Mass			- 	
	3759	If Any		-		
	5437	If Any		1		
	· · · ·			:		
		i			İ I	
= DEPOSIT						
M = MINIMUM PREMIUM						
Policy No. LG1-121-010461-182F GPO 2745 R1 U.S.	<del></del>			Page No.	<u>.</u>	

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	Densities Press Line		RATT3	Advance Premiums		
DESCRIPTION OF HAZARDS	TERR.	PREMIUM BASES ICCV	COVERAGE A   COVERAGE B	COVERACE A	Covera	
PREMISES — OPERATIONS	Code No.	(3) REMUNICATION (0) SQ. FT - CARL (2) LINEAL ( 1. OF FRONTAGE ( 2) UNIT ( 5)	L. PE-S' REMUVERATION . E. SO F. CAREA PC PERLISERATE OF FRONTAGE I . CAR VOIT	MD 111 CG 312 DL & T 113		
		24.915	· · · · · · · · · · · · · · · · · · ·			
		State of N.J.				
	2457	If Any				
	2464A	If Any		1		
	2464B	If Any	<b>***</b>			
	3457	If Any				
	3759	If Any				
	5146	If Any				
	5437	If Any				
		State of Pa.	!			
	01	If Any				
	2464A	If Any		1 		
	2464B	If Any				
	3457	If Any				
	; 3759	If Any				
	5146	If Any				
	5437					
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* = Deposit M ≈ Minimum Premium					,,	

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i da fili Item 5. ' Declarations - Schedule - Ge al Liebility Hazards RATES ADVANCE PREMIUMS PREMIUM BASES KEY TERR. DESCRIPTION OF HAZARDS COVERAGE A COVERAGE R COVERAGE A COVERAGE 1 (3) REMUNERATION (b) SQ. FT. OF AREA (c) LINEAR FT. OF FRONTAGE (d) UNIT (c) NUTSE (A) PAR SIGO REMUMILATION (b) PER 100 SO FT. OF AREA (c) PER LINEAR FT. OF FRONTAGE (d) PER LINEAR FT. OF FRONTAGE MO 111X CO 112 OL & T 117 Code No. PREMISES - OPERATIONS Per Nurse SASIS ÷ State of Tex. 2457 🔅 If Any 2464A If Any 2464Bi If Any 3457 If Any 3759 If Any 5146 If Any 5437 If Any State of Va. 2457 ! If Any 2464A ; If Any 2464B If Any 3457 If Any 3759 If Any 5146 If Any 5437 🔅 Total Estimated Operations Premium Deposit Total Premises-Operations Premium Total Deposit Incidental Malpractice Clinics, Dispensaries or Infirmaries 5169 e 1... \* = DEPOSIT  $M \cong MINIMUM$  Premium Policy No. LG1-121-010461-182R Page No. 6 Printed in U.S.A GPO 2745 RI

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DESCRIPTION OF HAZARDS	Code	PREMIUM BASIS	· · · · · · · · · · · · · · · · · · ·	TES	ADVANCE PREMIUMS		
PRODUCTS COMPLETED OPERATIONS	No. (a) SALES (a) PER \$1000 SALES		OVERACE B	COVERACE A	COVERAC		
la.	1203						
Calif.	1203						
a	1203						
id.	1203						
·J.	1203						
.Ү.	1203						
а.	1203						
ex.	1203						
a.	.1203			and the second second			
				Annual			
	:			Deposit			
Contractual	·	Cost	Per <u>\$100</u>	Cost	316		
	0559						
			Deposit				
	,						
Miscellaneous	<u>_</u>	· · · · · · · · · · · · · · · · · · ·				- <u> </u>	
ncreased Limits Sasic harge	9890				Cov. P		
ersonal Inuury Endorseme o. 3 2 <sup>1</sup> / <sub>2</sub> of M & C B.I. Premiu	9840			Annual Deposit			
ersonal Injury ndorsement No. 9	<u>9</u> 840						
· · · · · · · · · · · · · · · · · · ·	-						
* = Deposit M = Minimum Premium					·		
Policy No. LG1-121-01046	1-132R			I	Page No.	7	

# Item 5. Declarations — Schedule — General Liability Hazards

ST. PIERRE (HBI) -508

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# MISCELLANEOUS CHANGE ENDORSEMENT (General Liability)

The policy declarations are amended by the changes entered below:

Change A - Policy Period: From

To

· ; '

Change B -- Location:

Change C — Hazard(s)					Coverage (	Code: B.I.	311,310	0.316
Revise Audit Basis	Terr.	Premium Bases	Annua	l Rates		Advar	nce Premiums	
to Quarterly (4) in lieu of Monthly (8)	Code	l			<u> </u>			
	No.		Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage
Operations	•		Revised De	anosit				
0001001000				Γ i				
			Previously	Charged				
			Additiona	1				
Products -		r 	Revised De					
Completed Operations		<b>i</b>						
			Previously	Charged				
			Additional					
Contractual			Revised De	anasit				
	1		Previously	F I				
		r [ }	Additional					
		<u> </u>		1				i
Personal Injury			Revised De	<b>T</b> ;				
			Previously Additional					1
			Additional					
M - Minimum Premium	[ [	;	Total Addi	tional				
If Policy Period me							<u> </u>	
On effective date of			Anniversary ;		2nd Annive	•	·	
Adjustment of premium sh	all be m	ade at Expiratio	n [_], Annual	, Semi-An:	nuai 🔄, Qua	rterly 🛄, M	lonthly, F	lat Charge
Premium \$	i i	ād'l.		ĺ	Periodic Pa	yment \$		
Effective Date						<u>.                                    </u>		
Expiration-Date Audit Basis 4 (	1-1-73							
For attachment	10rmer	<u>T</u> : 0)			LIB	ERTY MUT	UAL INSURA:	NCE COMP
to Policy No.	LG1-12	1-010461-132	R TD 23					
Issued to Hop	eman E	rothers Inc.			181	uu E. Door	wan Jan	h L. Jau
Work Units								
$1 \rightarrow 7$			Con	intersigned by	y			
L-G 6006	6	Tanua						
(2/69)	Printed in (	Issued be	5-31-72	Sales Office a	nd No. 202	2 F	End. Serial No	o. 19

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· · · · · · · · · · · · · · · · · · ·	ISCELLANEOUS CHA (General )		DORSEMENT	A set of
The policy declarations are am	ended by the changes entered	below:		and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s
Change A — Policy Period: H	rom -		То	
Change B — Location: Add:	Ingalls Iron Works P.O. Box 2527 Birmingham, Alabama	35202		AND AND AND AND AND AND AND AND AND AND
Change C — Hazard(s)			Coverage Code: B. I.	<del></del>

	Terr.	Premium Bases		Annua	l Rates			Advanc		ace Premiums		
	Code					_			_			
No.	No.	.	Cove	rage A	Cover	age B	Coverage A	Coverage I	Coverage A	Covera		
		1								· ·		
	5437	If Any		_								
	7-57	LI Any	:	÷								
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			1		ļ							
				ĺ								
M - Minimum Premium			\			   		. <u> </u>		-		
If Policy Period m	ore than				<u> </u>	<u>!</u>				·		
On effective date of				ersary \$			2nd Annive	rsary \$				
Adjustment of premium s	hall be n	nade at Expiration	n [], .	Annual (	, Se	mi-Ann	uai 🗍, Qua	Irterly [],	Monthly [	, Flat Charg		
Premium \$ On				<u>`</u>								
						L	Periodic P	ayment §				
Effective Date Expiration Date		2					· <b>-</b> ·			8-4		
Audit Basis 8		,										
For attachment	<b></b>						Ln	ERTY MU	TUAL INSU	BANCE CON		
Issued toHopem	GI-121- an Brot	010461-182R hers, Inc., B	TD23 Ttal					Sun a K	man A	1.1.4		
<b>L</b>			2042				10	ua 5, 100	hanne Carl	and L. Sa		
Work Units												
1—				Cou	ntersig	med by	·					
L-G 600	6	Years -						AUTHORIZ	ED REPRESENTA	TIVE		
(2/69)	Printed in	Issued mf (	3-15-	72	Sales C	mice an	nd No. 20	2	End. Serial	No. 18		

ST. PIERRE (HBI) -510

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AMENDATORY ENDORSEMENT

It is agreed that Item 3 on Declaration is amended

to read:

Bodily Injury - S100,000. each Person 3300,000. each occurrence 3300,000. aggregate for the State of Louisiana

This endorsement is executed by the company below designated by an entry in the box opposite its name. Z LIBERTY MUTUAL INSURANCE COMPANY 🗆 LIBERTY MUTUAL FIRE INSURANCE COMP

- Auce & Do Buca E. Doorman -

Countersigned by ..... Countersigned by ..... AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE Effective Date 1-1-72 Expiration Date 1-1-73 Audit Basis 8 Premium 3 For attachment to Policy or Bond No. LG1-121-010461-182R TD23 Issued to Hopeman Brothers, Inc., Etal

Endorsement Serial No. 17

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## PREMIUM DISCOUNT ENDORSEMENT

#### (Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

- The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more I. than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
- 2. The following elements of the Total Standard Premium are not subject to discount:
  - (a) Any premium for insurance in the state of Louisiana;
    - (b) Any premium for Automobile Liability insurance in the Commonwealth of Massachusetts;
  - (c) Any premium subject to retrospective rating.
- 3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
- 4. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
- The provisions of this endorsement also apply with respect to the policies designated below: 5.

POLICY NUMBE	RS ESTIMATED STANDARD PREMIUM
LG1-121-010461-202R	(Wayne Manufacturing Corporation)
AE1-121-010461-162	(Hopeman Brothers Inc.)
Canada LG1-121-010461-152	(Hopeman Bros. Inc., Etal)
LG1-121-010461-232R	
LG1-121-022355-022R	

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$		LIBERTY MUTUAL INSURANCE COMPANY
Effective Date	Expiration Date	LIBERTY MUTUAL FIRE INSURANCE COMPANY
For attachment to Policy or Bond No.	LG1-121-010461-182R	
Audit Basis		Buce & Boomen Trank L. Taunell
Issued to		Setemary Primer

Work Units I ---

			Countersigned by				
2271	Printed in U.S.A.	issued	Sales Office and No.	End. Serial No.	16		

ST. PIERRE (HBI) -512

# **RETROSPECTIVE PREMIUM ENDORSEMENT - PLAN (D)** Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement - Plan\_\_\_\_ forming a part of policy\_WC1-121-010461-172

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell PRESIDENT Bring & R.

SECRETARY

Effective Date Expiration Date .... Audit Basis For attachment to Policy No. LG1-121-010461-182R

Issued to

Countersigned by

Sales Office and No.

End. Serial No. 15

AUTHORIZED REPRESENTATIVE

2212 (12-1-56)110 TEL 110 41 B. M

Issued

ST. PIERRE (HBI) -513

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# TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S PLAN OF OPERATION

(General Liability Insurance)

It is agreed that the premium pertaining to Texas General Liability and Medical Payments insurance determined under the provisions of the policy other than this endorsement shall be modified at the time of computation of the dividend applicable thereto, if any, declared by the board of directors, by applying the applicable adjustment factor stated in the Table of Adjustment Factors, and the dividend percentage fixed and determined by the board of directors shall be applied to such modified premium.

## TABLE OF ADJUSTMENT FACTORS

The term "Standard Premium" shall mean the premium, to the nearest dollar, for General Liability and Medical Payments insurance computed in accordance with the provisions of the policy, other than this endorsement, and exclusive of the application of any retrospective rating plan or any premium discount endorsement.

The following adjustment factors apply subject to a maximum factor of 1,000 divided by the difference between 1,000 and the dividend rate expressed as a decimal.

Standard Premium	Adjustment Factor	Standard Premium	Adjustment Factor	
\$ 1,000 \$ 1,999	1.008	\$ 25,000 - \$ 29,999	1.056	
2,000 - 2,999	1.016	30,000 34,999	1.058	
3,000 — 3,999	1.019	35.000 39,999	1.063	
4,000 - 4,999	1.020	40,000 - 44,999	1.066	
5,000 - 5,999	1.025	45,000 - 49,999	1.068	
6.000 6.999	1.030	50,000 - 74,999	1.075	
7,000 — 7,999	1.034	75,000 - 99,999	1.079	
8,000 — 8,999	1.038	100,000 - 149,999	1.073	
9,000 - 9,999	1.041	150,000 - 199,999	1.064	
10,000 - 12,499	1.044	200,000 - 249,999	1.059	
12,500 - 14,999	1.048	250,000 - 499,999	1.052	
15,000 - 19,999	1.050	500,000 & over	1.048	
20,000 - 24,999	1.053			

Premium \$ Effective Date	Expiration Date	LIBERTY MUTUAL INSURANCE COMPANY
For attachment to Policy or Bond No. Audit Basis Issued to	LG1-121-0T0461-1828	Buc & Brown Thank L. Sawell
Work Units 1	Countersigned by	Autorized Representative
Issued	Sales Office and No.	End. Serial No. 14
L – G 5025		

#### Case 24-32428-KLP Doc 86-40 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 40 Page 15 of 37

## PREMIUM DISCOUNT ENDORSEMENT - TEXAS (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

- 1. Texas General Libbility Standard Premium. Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
- 2. Totel Standard Premium for All States. The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, of Dischard Premium Federate theil the provide Total Control Polyton Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

#### 3. Premium Discount - Texas.

- (a) For policy periods of one year or less The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
- (b) For policy periods of more than one year The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
- (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of aremium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective applicable to the Texas General Lability standard Premium, exclusive of div premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Tatal Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

### 4.

#### TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES

(General Liability)

Total Standard Premium (See Note)	Premium Discount Per- icentage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicabler to Texas General Lizbility Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	.0%	\$1,486	2.5%	52,942	5.0%	\$5,924	7.5%
1,007	.1	1,516	2.6	3,062	5.1	6,000	7.6
1,021	.2	1,547	2.7	3,192	5.2	6,079	7.7
1,035	.3	1,579	2.8	3,334	5.3	6,159	7.8
1,049	.4	1,613	2.9	3,489	5.4	6,242	7.9
1,064	.5	1,649	3.0	3,659	5.5	6,327	8.0
1,080	.6	1,686	3.1	3,847	5.6	6,414	8.1
1,095	.7	1,725	3.2	4,055	5.7	6,504	8.2
1,112	.8	1,765	3.3	4,286	5.8	6,596	8.3
1,128	.9	1,808	3.4	4,546	5.9	6,691	8.4
1,146	1.0	1,852	3.5	4.839	6.0	6,789	8.5
1,163	1.1	1,899	3.6	5,028	6.1	6,889	8.6
1,182	1.2	1,949	3.7	5,082	6.2	6,993	8.7
1,200	1.3	2,000	3.8	5,139	6.3	7,100	8.8
1,220	1.4	2,055	3.9	5,196	6.4	7,210	8.9
1,240	1.5	2,113	4.0	5,255	6.5	7,323	9.0
1,261	1.6	2,174	4.1	5,315	6.6	7,440	9.1
1,283	1.7	2,239	4.2	5,376	6.7	7,561	9.2
1,305	1.8	- 2,308	4.3	5,439	- 5.8	- 7,686	9.3
1,328	1.9	2,381	4.4	5,503	6.9	7,816	9.4
1,352	2.0	2,460	4.5	5,569	7.0	7,949	9.5
1,377	2.1	2,543	4.6	5,637	7.1	8,087	9.6
1,402	2.2	2,632	4.7	5,706	7.2	8,231	9.7
1,429	2.3	2,728	4.8	5,777	7.3	8,379	9.8
1,457	2.4	2,831	4.9	5,850	7.4	8,533	9.9

(Continued on page 2)

Form L-G-5023 (Texas) (10/1/69) LC LG LM LO Page 1 Printeg U.S.A.

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Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	To <b>tal</b> Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas Generat Liability Standard Premium	Totai Standard Premlum (See Note)	Premium Discount Par- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 8,692	10.0%	\$25,136	13.5%	\$45,610	17.0%	\$105,850	20.5%
8,858	10.1	26,572	13.6	46,364	17.1	110,000	20.6
9,030	10.2	28,182	13.7	47,143	17.2	114,490	20.7
9,208	10.3	30,000	13.8	47,949	17.3	119,362	20.8
9,394	10.4	30,325	13.9	48,783	17.4	124,667	20.9
9,588	10.5	30,656	14.0	49,647	17.5	130,466	21.0
9,790	10.6	30,995	14.1	50,541	17.6	136,830	21.1
10,000	10.7	31,341	14.2	51,468	17.7	143,847	21.2
10,220	10.8	31,695	14.3	52,430	17.8	151,622	21.3
10,450	10.9	32,058	14.4	53,429	17.9	160,286	21.4
10,690	11.0		14.5	54,467	18.0	170,000	21.5
10,942	11.1		14.6	55,545	18.1	180,968	21.6
11,205	11.2		14.7	56,667	18.2	193,449	21.7
11,482	11.3		14.8	57,836	18.3	207,778	21.8
11,773	11.4		14.9	59,053	18.4	224,400	21.9
12,078	11.5	34,418	15.0	60,323	18.5	243,913	22.0
12,400	11.6	34,845	15.1	61,649	18.6	267,143	22.1
12,740	11.7	35,284	15.2	63,034	18.7	295,263	22.2
13,099	11.8	35,733	15.3	64,483	18.8	330,000	22.3
13,479	11.9	36,194	15.4	66,000	18.9	374,000	22.4
13,881 14,308 14,762 15,246 15,763	12.0 12.1 12.2 12.3 12.4		15.5 15.6 15.7 15.8 15.9	67,591 69,260 71,013 72,858 74,800	19.0 19.1 19.2 19.3 19.4	431,535 500,000 Over 500,000	22.5 22.5
16,316 16,910 17,548 18,236 18,980	12.5 12.6 12.7 12.8 12.9	39,231 39,788 40,360 40,949 41,556	16.0 16.1 16.2 16.3 16.4	76,850 79,015 81,305 83,732 86,308	19.5 19.6 19.7 19.8 19.9	'	
19,788 20,667 21,628 22,683 23,847	13.0 13.1 13.2 13.3 13.4	42,181 42,825 43,489 44,174 44,880	16.5 16.6 16.7 16.8 16.9	89,048 91,968 95,085 98,422 102,000	20.0 20.1 20.2 20.3 20.4		

# TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES - Continued

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NOTE: For premium not shown use the value for the next lower premium stated in the table. \* If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 22.5% for the first \$500,000 and 23.1% for the portion over \$500,000.

Policy Numbers

Premium \$			
Effective Date For attachment to Policy or Bond No.	Expiration Date LG1-121-010461-182R	LISERTY MUTUAL IN	ISURANCE COMPANY
Audit Basis	191-121-010401-195K	Buce & Booman -	Trank L. Taurell
Issued to		Stommer	
Work Units 1	Countersigned by	Authorized Repres	mīgive
Issued	Sales Office and No.	End. Serial No.	13
Form L-G-5023 (Texas) (10/1/69) LC LG LM LO Page 2 Promoted USA			-

Estimated Standard Premium

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

## Coverage A-Bodily Injury Liability

Coverage B-Property Damage Liability

# MOBILE EQUIPMENT

#### (Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

- Except to the extent provided in paragraph 2, below, the insurance afforded by this policy does not apply either on a
  primary or excess basis to bodily injury or property damage with respect to which any insurance (regardless of amount) is
  afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the named
  insured.
- 2. If the only liability insurance applicable with respect to such **bodily injury** under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to **bodily injury** arising out of the operation or use of the **mobile equipment** other than solely for the purposes of transportation or locomotion.

LIBERTY MUTUAL INSURANCE COMPANY

Mu E. A

Premium S Effective Date Expiration Date Audit Basis For attachment to Policy No. LG1-121-010461-182R

Issued to

1.

Countersigned by .....

Authorized Representative

G513 LF LG LO LM LX (10/1/66)

Issued

Endorsement No. 12

ST. PIERRE (HBI) -517

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# LP Doc 86-40 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 40 Page 18 of 37

# ACTION AGAINST COMPANY AMENDMENT (Mossachusetts)

it is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 48 of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

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For attachment to Policy No. LG1-121-010461-182R Issued to

Countersigned by .....

G512, A0013 AE AV AG LF LG LO LM LX Issued ۱0-1-66 سترتمه

Endorsement No. 11

#### Doc 86-40 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 40 Page 19 of 37

# RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2006b	No. 2
Interpretation of Notice of Accident Condition	102	No. 4
Deductible Care, Custody and Control Coverage	102	No. 5
Exclusion (Contamination or Pollution)		G335

# LIBERTY MUTUAL INSURANCE COMPANY

Trank PRESIDENT

SECRETARY

Countersigned by.....

AUTHORIZED REPRESENTATIVE

652 Louisiana 

Effective Date Expiration Date

Audit Basis For attachment

Issued to

Issued

to Policy No. LG1-121-010461-182R

Sales Office and No.

End. Serial No. 10 Case 24-32428-KLP

#### Doc 86-40 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 40 Page 20 of 37

# **RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT**

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2006D	No. 2
Interpretation of Notice of Accident Condition	102	No. 4
Deductible Care, Custody and Control Coverage	102	No. 6
Exclusion (Contamination or Pollution)		G335

LIBERTY MUTUAL INSURANCE COMPANY

214 PRESIDENT

Effective Date Expiration Date Audit Basis

For attachment to Policy No. LG1-121-010461-182R

Issued to

UI AU SECRETARY

7 Countersigned by

AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 10

652 Louisiana .....

Issued

## PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

#### I. COVERAGE P --- PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of **personal injury**, and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;

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- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

#### 11. COVERAGE P - LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the **insured**, such percentage of the loss shall be borne by the **insured**; provided the company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

## III. COVERAGE P --- POLICY PERIOD; TERRITORY

This policy also applies to **personal injury** which occurs during the policy period within the **policy territory**; provided, however, that **personal injury** arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### IV. COVERAGE P --- DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or deformation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property domege," C-L-J-I-

	JCheduke		
Limits of Liebility	\$	250,000	each person aggregate
	\$	500,000	general aggregate

Insured's Participation Flat Charge \$10. 0 per cent

Code 9840 The provision of this endorsement apply only with respect to: Protective Company

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Included on Declaration

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PRESIDENT

0 SECRETARY

Expiration Date Audit Basis For attachment

to Policy No. LG1-121-010461-1828

Issued to

Effective Dote:

Countersigned by .....

L-G2004 (10/1/66) LC LG LM LO Printed U.S.A.

Endorsement No. 9 10 p \_ \_ \_

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#### Case 24-32428-KLP Doc 86-40 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 40 Page 22 of 37

# WATERCRAFT EXCLUSION

It is agreed that Exclusion (d) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

Flat Charge

This endorsement is executed by the company below designated by an entry in the box opposite its name. I LIBERTY MUTUAL INSURANCE COMPANY 🗅 LÍBERTY MÚTUAL FIRE INSURANCE COMPAN

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Countersigned by\_

AUTHORIZED REPRESENTATIVE

Countersigned by... Effective Date Audit Basis

AUTHORIZED REPRESENTATIVE Expiration Date

Premium \$ Included on Declaration Issued to

For attachment to Policy or Bond No. LG1-121-010461-182R

Endorsement Serial No. 8

Work Units t -

Issued

Sales Office & No.

#### Case 24-32428-KLP Doc 86-40 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 40 Page 23 of 37

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A - BODILY INJURY LIABILITY

COVERAGE B - PROPERTY DAMAGE LIABILITY

COVERAGE P --- PERSONAL INJURY LIABILITY

### FOREIGN COVERAGE ENDORSEMENT

## It is agreed that:

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### 1. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

#### 11. INVESTIGATION; DEFENSE; SETTLEMENT - FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

### III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

Code	Pates			
3759	State	oî	Hire	

LIBERTY MUTUAL INSURANCE COMPANY

Parwell

PRESIDENT

SECRETARY

L-G2001 (10/1/66) LC LG LM LO 

to Policy No. 131-121-010461-182R

Premium \$

Issued to

**Effective Date** 

Expiration Date Audit Basis For attachment

Endorsement No. -7

#### Case 24-32428-KLP Doc 86-40 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 40 Page 24 of 37

#### DEDUCTI CARE, CUSTODY AND CONTROL COVL GE

It is agreed that exclusion (i) of the policy jacket is amended to read as follows:

To Property Damage to

○ 2 10 ... 1.3.1

(1) Property owned or occupied by or rented to the insured or

(2) Froperty used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for proper damage liability applies subject to the following provisions:

- 1. \$1,000 shall be deducted from the total amount of all . sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
- 2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
- 3. The company may pay any part or all of the deductible amount to effect settle of any claim or suit, and upon notification of the action taken, the named insured shall promptly reincurse this company for such part of the deductible amount as has been paid by the company.

Code	Remuneration.	P.D. Rate	Minimum
		Per 3100 Remuneration	Premium
776	If Any		

This endorsement is executed by the company below designated by an entry in the box opposite its name. E LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPA:

a & Doomen Trank L. Tarmell

Countersigned by\_\_\_\_

Aug E. Doorman. Thank L. Tarrell

Countersigned by .\_\_\_

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Effective Date Expiration Date Audit Basis Premium § Included on Declaration For attachment to Policy or Bond No. LG1-121-010461-182R Issued to

> Endorsement Serial No. 6

Work Units 1-

Sales Office & No.

#### Case 24-32428-KLP Doc 86-40 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 40 Page 25 of 37

## EXCLUSION

## (All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to bodily injury, personal injury or property damage arising out of

- (a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
- (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or
- (c) goods or products manufactured at or distributed from such premises.

Description and Location of Premises

n A Films 1 0 /



LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Jawell PRESIDENT

PRESIDENT

Secretary

Effective-Date -Expiration Date

For attachment to Policy No. LG1-121-010461-182R Issued to

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Countersigned by\_

Authorized Representative

Endorsement No. 5

G301 (10/1/66) LC LG LM 100 HT20

ST. PIERRE (HBI) -525

#### Case 24-32428-KLP Doc 86-40 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 40 Page 26 of 37

INTERPRETATION OF NOTICE OF ACCIDENT CONDITION

It is agreed that in event of an occurrence written actice thereof shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after knowledge thereof by an executive officer or other employee of the insured engaged in an executive, managerial or supervisory capacity.

It is further agreed that this endorsement shall apply with respect to condition 4 indicated on the policy jacket.

# AMENDING CONDITION NO. 11

It is agreed that the second sentence of cancellation conditon 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective."

# FAILURE TO DISCLOSE HAZARDS EXISTING ON EFFECTIVE DATE OF POLICY

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not orejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name. & LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPANY

Countersigned by\_\_\_\_ Effective Date

Countersigned by\_

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Premium \$

For attachment to Policy or Bond No.

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Expiration Date

IG1-121-010461-182R

Endorsement Serial No. <u>h</u>

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# Case 24-32428-KLP Doc 86-40 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 40 Page 27 of 37

## PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

### I. COVERAGE P --- PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

(a) acts committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or gargement;

(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

#### 11. COVERAGE P - LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

#### iii. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to **personal injury** which occurs during the policy poriod within the **policy territory**; provided, however, that **personal injury** arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### IV. COVERAGE P - DEFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, molicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property domoge.'

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Limits of Liability \$ 250,000 each person aggregate \$ 500,000 general aggregate			
	Limits of Liability	\$ \$	 

**Insured's Participation** 

Included on Declaration

225 of Operations B.I. Premium

Code 9840

to Policy No. 1G1-121-010461-182R

LIBERTY MUTUAL INSURANCE COMPANY

per cent

PRESIDENT

Manb Z. S. SECRETARY

Countersigned by .....

Authorized Representative

L-G2004 (10/1/66) LC LG LM LO Printed USA

Premium \$

Effective Date

Issued to

**Expiration Date** Audit Basis For attachment

> Endorsement No. 3

Case 24-32428-KLP Doc 86-40 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 40 Page 28 of 37

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

## COVERAGE A - BODILY INJURY LIABILITY

COVERAGE B -- PROPERTY DAMAGE LIABILITY

# CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

#### (All Written Contracts Except Incidental Contracts)

#### It is agreed that:

#### I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the named insured under an issured contract, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the **indemnitee** which the **named insured** is required to defend by the specific terms of an **insured contract**, but only to the same extent and on the same terms as if the **indemnitee** were the **insured** under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks **damages** for which the **indemnitee** is legally entitled to indemnification under the **insured contract**, (2) the policy covers such **damages** and (3) the applicable limit of the company's liability with respect to such **damages** has not been exhausted by payment of judgments or settlements.

#### II. EXCLUSIONS

All exclusions, including exclusion (e), applicable to Coverages A and B apply to liability assumed under an **insured contract**, except exclusions (a), (b), (c) and (h). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the named insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnitication clause of any Standard American Institute of Architects Contract Documents forming a part of an insured contract, the following exclusion is substituted: The insurance does not apply to the liability of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.
- (3) to any agreement (a) to pay for property damage to property owned by, rented to or used by the indemnitee arising out of operations performed for the named insured by the indemnitee or (b) to pay any fines, penalties or liquidated damages or (c) to pay any omounts or benefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the named insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the indemnitee is an employee of the named insured, to pay on behalf of or to indemnity the indemnitee with respect to bodily injury sustained by a fellow employee arising out of and in the course of his employment by the named insured.

#### III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitee" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract made prior to the occurrence giving rise to the bodily injury or property damage with respect to which indemnification is claimed, but insured contract does not include (1) an incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

#### IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the **insured** is required to submit by the terms of the **insured contract** or to which the **insured** has submitted with the company's consent, provided the company is entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

#### V. LIMITS OF LIABILITY

The limits of-liability stated in the declarations as-opplicable under Goverage A-Bodily Injury Liability—to-"each person"-anti--"each occurrence" and under Coverage B-Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for oll damages because of all property damage for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

L-G2006b (2/1/68) LC LG LM LO Page 1 of 2

# Case 24-32428-KLP Doc 86-40 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 40 Page 29 of 37

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Endorsement No. 2

Printed in U.S.A.

#### Case 24-32428-KLP Doc 86-40 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 40 Page 30 of 37

## AMENDATORY ENDORSEMENT

It is a	greed	i tha	t <u>Item</u>	1, Named	Insur	ed, i	s ar	nended
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respect	to E	Real	Estate	Managemen	t for	Hoer	man	Brothers
Inc.								

This endorsement is executed by the company below designated by an entry in the box opposite its name. A LIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPAN

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Countersigned by\_

Audit Basis Premium \$

Issued to

20 27 5 P. C. a () [1

AUTHORIZED REPRESENTATIVE

Countersigned by.

AUTHORIZED REPRESENTATIVE .

Effective Date

Expiration Date

Endorsement Serial No. 1

Work Units 1-

Issued

For attachment to Policy or Bond No. LG1-121-010461-182R

Sales Office & No.

· 1.20200

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE STOREKEEPER'S INSURANCE

## **EXCLUSION**

## (Contamination or Pollution)

It is agreed that the insurance does not apply to **bodily injury** or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement does not apply to operations or occurrences in the following states:

Maryland New Homoshire North Carolina Vermont

Premium S Effective Date For attachment to Policy or Bond No. Audit Basis Issued to

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Issued

Expiration Date

LIBERTY MUTUAL INSURANCE COMPANY

un &. Soomen Trank L. Taurell

Work Units 1 ---

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Sales Office and No.

End. Serial No.

ST. PIERRE (HBI) -531





FOR PROMPT INSURANCE SERVICE - CALL YOUR SERVICE OFFICE

A mutual insurance company, herein called the company) \* \* 

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

### COVERAGE A-BODILY INJURY LIABILITY

### COVERAGE B-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

## Coverage A. bodily injury or

### Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and set-tlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner:
- (b) to bodily injury or property damage arising out of the owner-ship, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured:

- (c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured:
- (d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured: but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from opera-tions performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract:
- to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution (e)

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S CLASSIFIED IN DIVIDEND CLASS I THIS POLIC. GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

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or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the insured under an incidental contract, or

- (2) expenses for first aid under the Supplementary Payments provision;
- (f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage
  - (1) in violation of any statute, ordinance or regulation,
  - (2) to a minor,
  - (3) to a person under the influence of alcohol, or
  - (4) which causes or contributes to the intoxication of any person;
- (g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensa-tion, unemployment compensation or disability benefits law, or under any similar law;
- (h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (i) to property damage to
  - (1) property owned or occupied by or rented to the insured,
  - (2) property used by the insured, or
  - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the of an elevator at premises owned by, rented to or controlled by the named insured;

- to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, speci-fications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- 311 to property damage to the named insured's products arising out of such products or any part of such products;
- im) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof,





or out of materials, parts or equipment furnished in connection therewith;

(n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

## SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability;

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
  - (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

# II PERSONS INSURED

Each of the following is an **insured** under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance availaable, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

### LIMITS OF LIABILITY



Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence; shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

**Coverage B**—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

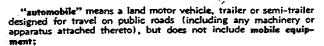
## POLICY PERIOD; TERRITORY

This policy applies only to **bodily injury** or property damage which occurs during the policy period within the policy territory.

#### DEFINITIONS

When used in this policy (including endorsements forming a part hereof) :

PAGE 2



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"bodily injury" means bodily injury, sickness or disease sustained by any person;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"damages" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage:

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's -liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or nor selfpropelled, (1) not subject to motor vehicle registration, or (2), maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers tother than the mix-in۲

transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

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"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's producta" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, in **bodily** injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible property.

## CONDITIONS

**Premium** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment

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made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

### Insured's Duties in the Event of Occurrence, Claim or Suit

- In the event of an occurrence, written notice containing (a) particulars sufficient to identify the insured and also reason-ably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the con-duct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the at-tendance of witnesses. The insured shall not, except at his own cost voluntarily make any navment assume any obligaown cost, voluntarily make any payment, assume any obliga-tion or incur any expense other than for first aid to others at the time of accident.
- Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or the legal representative mereor who has secured such judgment or written agreement shall there-after be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, any detine the insured by the insured is the liability. nor shall the company be impleaded by the insured or his legal rep-resentative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Other Insurance The insurance afforded by this policy is primary D insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount

۰. . of loss not so paid the remaining insurers then continue to

- contribute equal shares of the remaining amount of the loss until each insurer has paid its limit in full or the full amount of the loss is paid.
- (b) Contribution by Limits If any of such other insurance does not provide for contribution by equal shares, the company-shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the a company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after her be projudice such rights. after loss to prejudice such rights.

Notice to any agent or knowledge possessed by any Changes **Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy; nor shall the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly without concentrative of the company. authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, how-ever, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representa-tive, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three the limits of the company's liability shall apply separately to each consecutive annual period thereof.

**Cancellation** This policy may be cancelled by the **named insured** by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective days the proceed by the proceed by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceeded by the proceed of the date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

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Buca E. Doorman SECRETARY

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Trank L. Farwell

PRESIDENT

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THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVER-AGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

#### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

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1. The policy does not apply:

- A. Under any Liability Coverage, to bodily injury or property damage
  - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an insured of services; materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.
- II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

LIBERTY MUTUAL INSURANCE COMPANY

nua E. Sooman

SECRETARY

Trank L. Farwell

PRESIDENT

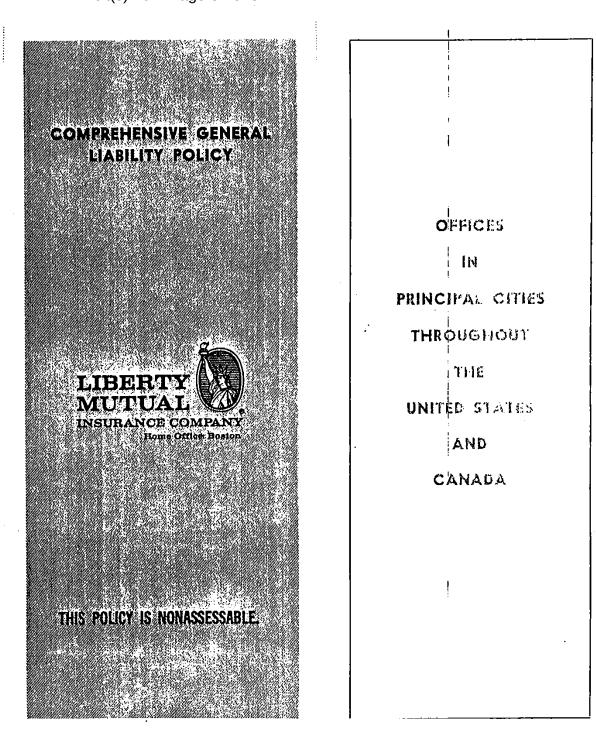
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PAGE 5

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and the get stands and a

SHORT			ON TABLE
David	Per Cent of	Days	Per Ceni of
Days Policy	One Year	Policy	One Year
In Force	Premium	In Force	Premium
1	5	154-156	53
ź	6		64
8- 4	7	161-164	66
	8		50
0 10	$\begin{array}{c} & & 9 \\ \vdots & \vdots & 10 \end{array}$		20
11 10		176-178	
13- 14	12	179-182	(6 mos.) 60
<b>1δ- 16</b>	13	183-187	61
17- 18 19- 20	14	188–191 192–196	
01 00	16	192-190	64
00 05	$10 \\ 17 \\ 17 \\ 17 \\ 17 \\ 17 \\ 17 \\ 17 \\ $	201-205	65
26- 29	18	206-209	66
30- 32 (1	mo,) 19	210-214	(7 mos.) 67
07 40	20	215-218 219-223	68
	00		
44- 47	23	229-232	71
48- 51	24	233-237	72
	25	238-241	
65-58 59-62 (1	26 2 mos.) 27	242-246 247-250	(8 mos.) 74
00 0C			76
64 60	20		1 1 1
70- 78	30	261-264	, 78
	31		
77- 80 81- 83			(9 mos.) 80
84- 87	33		81
88- 91 (		283-287	
	, 30	288-291	84
	37	292-296 297-301	85
99-102 103-105	38		(10 mos.) 87
100 100			
110-113	41	311-314	89
114-116	42		90
117-120 121-124 (4	43 mos.) 44		91
105 105	45		
	46		(11 mos.) 94
132135	47	338-342	, 96
	48		96
139 <b>-142</b> 148-146	49		97
110 110		356-360	98
160-163 ((	mos.) 52	361-365	(12 mos.) 100
160-163 (t			(12 mos.) 100 ct for twelve pplies. If the a than twelve be determined not one year. he full policy culate the pro- year the ratio of the ratio of the policy has be beyond one maily written. bordance with med premlum ffect.
months or	less, the all	ove table a	pplice, If the
months, the	earned pre	miuni shall	be determined
AS follows;	(1) Detern	nine full an 1 for a term	nual premium
(2) Deduct	auch prem	lum from t	he full policy
premium, a: rata carned	na on the ri o muimera	amainder cat n the basis (	culate the pro of the railo of
the length o	f time beyo	nd one year	the polloy has
year for wi	ict to the poll	cy was origi	naliy written.
(3) Add pr	emium pro	duced in acc	ordance with
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DECLA	ARATIONS			ERTY TUAI ANCE CO			REHENSIVE ( ABILITY POL	
olicy No. .G1_ 121	-010461-183R	TD Code Sa 23	NY	ur V - Arre II		tella	Code N/R 7675 2	lst Year 37
tem 1.	Named Insured Hope Address 156 E. 46 The named insured is:	th St., New	v York, 1	NY 100		x], Other []		
	Business of named in		tractin				at na sa	
ltem 2.	Policy Period: From 12:0	Mo. I A.M., standa			of the named	Mo. Day insured as stated	y spike.	
	Audit Basis: At Exp	iration [], A	nnual 🖂 ,	Semi-Annu	al 📋, Quar	terly 🕱 , Monthly	, Flat Ch	arge
Item 3.	The insurance afforde charge or charges. Th all the terms of this p	e limit of the o	company's	liability aga	e following C ainst each suc	overages as are inc h Coverage shall be	dicated by spec as stated here	ific premium in, subject to
	(	COVERAGES			LIMITS OF	LIABILITY	ADVANCE I	REMIUMS
	A — BODILY INJ	URY LIABÌI	JTY	5	500,000 500,000	each occurrence		
	B — PROPERTY	DAMAGE LI	ABILITY	\$	250,000 250,000	each occurrence		
Item 4.	MISCELLAN	EOUS CHAR	GES	As p And	er End. No.(: /or Page No.	s) 3,6,8,9 & 19 (s)		
	The premium for this		 able \$			EPOSIT NCE/ PREMIUM on first an	niversary and	 δ
Item 5.	on the second anniver The declarations are		he attached	t schedules	designated "	General Liability H	lazards"	
	cy, including all endorse		_	-		Auto	Han-	rol
Work Units	1c 2-5-73	R R NR	1 4	A House Stat	Pol. H.G. S- □	Reversal of LG1-182R		ounting Entry
	1/1/73) Printed IICA		<u> </u>	· · · ·			Dividen	d for Exp. Period

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HAZARDS	RATING CLASSIFICATIONS	CODE
Premises	Buildings or Premises	0129
	Buildings or Premises	0122
Operations_	Boat or Ship Building	2464
	Sash, Door or Assembled Millwork Mfg.	2464
	Fireproof Equipment Mfg.	2457
	Ship Repair or Conversion	2489
	Draughtsmen	3485
	Contractors	3759
	Carpentry N.O.C.	3457
	Furniture or Fixtures Installation in Offices or Stores	5146
	Carpentry	5437
Products	Completed Operations: Carpentry Construction	1203
<u>Contractual</u>	Construction Agreements - Broad Form Contracts	0559
-		
Policy No. LG1	-121-010461-183R Page No.	

## Item 4 and/or 5. Declarations - Schedule - Description of Classifications

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ST. PIERRE (HBI) -568

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Item 5. Declarations - Schedule - C	' <del>tral Lia</del> l	bility Hazards		<u> </u>	
DESCRIPTION OF HAZARDS	Tma.	PREMIUM BASES KEY	hatta	ADVANCE ]	
		(2) REDEVICEATION	COVERAGE A COVERAGE B	COVERAGE A	Cove
Premises — Operations	Code No.	(b) Sa. Ft. of Area (c) Linear Ft. of Frontage (d) Unit (e)	(a) Pea \$100 Remuteration (b) Pea 100 So, Fr. of Area (c) Pea Lunea Fr. of Frontace (d) Pea Unit (e)	MO 311 X CO 312 OL & T 313 X	
NY		BASIS			
152 E. 46th St.	01				
New York, NY	0129A	ь			
Water Damage Liability	0129A				
VA					
	04				_
	0122				
		Total 1	Premises Premium		
<b>2</b>	· · · ·				
<u>Operations</u> 154-156 E. 46th St.	01	<u>Greater NY</u>			
New York, NY	2457	a If Any			
	direct				
	2464	If Any			
	2464B	If Any			
	0/57				
	3457	If Any			
	3759	If Any			
	5746	TE			
	5146	If Any			
	5437	If Any			
	3485	If Any			
	5405	II Any			
		NY State Remai	Inder		
	02 2457	If Any			
	2464A	If Any			
	2464B	If Any			
	3457	If Any			
	3759_				
	5146	If Any			
	5437	If Any			
• = Deposit	1	1			
M = MINIMUM PREMIUM Policy No. LG1-121-010461-1831					

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Item 5. Declarations — Schedule		bility	Heterds			·	·	
DESCRIPTION OF HAZARDS	TR2.	TERE.         PREMIUM BASES KEY           CODE         (a) RECOMPLATION           (b) SECTOP ANTA         (c) LINEAR FLOW FRONTAGE           NO.         (d) UNIT           (e)         (c) LINEAR FLOW FRONTAGE			COVERAGE B	COVERAGE		REMITOMS Cover
Premises — Operations	Code No.			(a) PER \$100 RESCUEPRATION (b) PER 100 Sq. FT. OF AREA (c) PER LINEAR FT. OF PROWTACE (d) PER UNIT (c)		MO 311 X CO 312 OL & T 313		
		BASE				-		
			State of AL					
	3457	a	If Any					
part -	3759		If Any					
	5437							
	12		State of CA					
	2457		If Any					
	2464 <u>A</u>		If Any					
	24643		If Any					
	2489		If Any					
	3457	ļ	If Any					
	3759		If Any					
	5146		If Any					
	5437	-	If Any					
			State of GA					
	2457		If Any					
	5437		If Any					
							<b>_</b> _	
							┝╍┟	
M = MINIMUM PREMIUM Policy No. LG1-121-010461	1905					Page		

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Item 5. Declarations - Schedule - (			YEATE	<u> </u>	ABVANCE	PERMIT
DESCRIPTION OF HAZARDS	Tm.	PREMIUM BASES KE	COVERAGE A	COVERAGE B	COVERAGE A	Cove
Premises - Operations	Code No.	(a) RENEWERATION (b) Se. FT. or Anna (c) Lintan FT. or Fnontage (d) Unit (c)	(a) Pra \$100 Rene (b) Pen 100 So. Fr (c) Pen Lisean Fr. (d) Pra Unit. (c)	OF FRATION OF AREA OF FRONTAGE	MO 311 X CO 312 OL: # T 313	
		Baare			in the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second se	
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	3457	If Any				
	3759	If Any				
<u>.</u>	5437					
		State of M	<u>s</u>			
	3759	If Any				
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		State of M	2			
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	24644	If Any				
	24641	If Any				
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	3759	If Any				
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· · · · · · · · · · · · · · · · · · ·	5437					
		State of M			-	
	3759	If Any				
	5437	If Any				-
··· -						
	Ì					
<ul> <li>= Deposit</li> <li>M = Minimum Premium</li> </ul>						

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Item 5. Declarations --- Schedule --- C real Liability Hazards

DESCRIPTION OF HAZARDS	TERS.	Premium Bases Key	hartes	Артансе	
			COVERACE A COVERACE B	COVERAGE A	Covze
PREMILES - OPERATIONS	Code No.	(3) REMUNICATION (b) Sq. Ft. of Area (c) Linear Ft. of Frontage (d) Unit (c)	(a) Pre \$100 Remutration (b) Pre 100 So. Ft. of Area (c) Pre Linear Ft. of Fromtage (d) Pre Unit (e)	MO 311 X CO 312 OL & T 313	
		BASIS			
				1	
		State of NJ			
	2457	If Any			
	2464A	TEAm			
	2464B	If Any			
	3457	If Any			
	2750				
	3759	If Any			
	5146	If Any			
	5437	If Any			
		State of PA			
		State of TA			
	$\frac{01}{2457}$	TEAR			
	2437	If Any			
	2464 <u>A</u>	If Any			
	2464B	If Any			
	3457	TEAU			
	5457	If Any			
	3759	If Any			
	5146	If Any			
	5/07				
	5437				
<i>\_</i>					
¢.,					
	· ·				
• = DEPOSIT			1 1 4		
M = MINIMUM PREMIUM					
Policy No. 1G1-121-010461-183	R			Page No.	5

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Item 5. Déclarations — Schedule —	eral Lia	bility	Hazards				
DESCRIPTION OF HAZARDS	Tran.	1	PREMIUM BASES KEY		.789		PREMIUMS
Premines — Operations	Code No.	380	REMUNICATION Sq. FT, of Asea Linear FT. of Frontage	(a) Pra \$100 R (b) Pra 100 So (c) Pra Lurran	COVERAGE B EMUNERATION FT. OF AREA FT. OF FRONTAGE	COVERACE A MO 311 CO 312 OL & T 313	Covr <u>z</u>
		(e)		(d) Pm Usrr (c)		0221313	L
		BASH	State of TX	1		}	
	2457		If Any				
	2464A		If Any				
	24648		If Any				
	3457		If Any				
	3759		If Any				
	5146		If Any				
	5437					-	
	5457						
			State of VA				
	2457		If Any				
	2464A		If Any				
	2464B						
		1	If Any				
	3457		If Any				
	375 <del>9</del>						
	5146		If Any				
	5437						
					-		
	Total	Est	imated Operati	dns Premi	um		
	Depos	it					
	Total	Pre	mises-Operatio	ns Premiu	m i		
			İ				
	Total	nef	OSIC				
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<b>-</b>	-		· · · · · · · · · · · · · · · · · · ·		++	-	
		ļ					
<ul> <li>Deposit</li> <li>M = Minimum Premium</li> </ul>						<u>_</u>	<u>├</u>
Policy No. LG1-121-010461-18	272	L	<u> </u>			Page No.	<u> </u>

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DESCRIPTION OF HAZARDS	CODE	PREMIUM BASIS	COVERAGE A	COVERAGE B	COVERAGE A	PREMIUMS Cover
PRODUCTS COMPLETED OPERATIONS	No.	(3) SALES (b) RECEIPTS (c)	(a) PER \$100 (b) PER \$100 (c)	O SALES O RECEIPTS	310	
AL	1203					
CA	1203					
LA	1203					
Ð	1203					
U	1203					
TY .	1203					
PA	1203					
rx III	1203					
7A	1203					
				Annual		
				Deposit		
Contractual		Cost	Per \$100	Cost	316	
	0559			Deposit		
Miscellaneous						
Increased Limits Basic Charge	9890				Cov. P	1
Personal Injury Endorsemen No. 3 22½% of M & C B.I. Premium	9840			Annual Deposit		
Personal Injury Endorsement No. 9	9840		• • •			
Deductible Care, Custody and Control Coverage 5% of P.D. Premium	9834			Annual <b>D</b> eposit		1
M = MINIMUM PREMIUM		<u></u>				
Policy No. LG1-121-0104	51-1831	ـــــــــــــــــــــــــــــــــــــ			Page No.	7

Item 5. Declarations — Schedule — General Liability Hazards

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	Ŋ	IISCELLANE	OUS CHA (General I		ORSEME	ENT		
The policy declaratio	ne are at	nended by the ch						
Change A Policy 1	<u></u>	v			To			
Change B — Mail A	ddress		· · ·					
Locatio	n: (Ente	er same if same L	ocation as abo	we address)			- 	
Change C Hazard(s)	<u></u>				Coverage (	Code: B.I.	316	
	Тегт.	Premium Bases	Annual	Rates			ice Premiums	
	Code No.	Cost			Revised			Deposit
			Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage i
Revise Rates	-						and a second second second second second second second second second second second second second second second	
Contractual	0559							
	 		Previ	ously Cha:	rged			
	ł		Retur	n i				
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* — Deposit	ł							
M – Minimum Premium								
If Policy Period m On effective date of			m is payable: Anniversary \$		2nd Annive	rsarv \$		, <u></u> _
Adjustment of premium sl			<u>.</u>				lonthly 门, I	Flat Charge [
					Periodic Pa	wment \$		
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Premium \$	1-1-	- equilation		1-74	LIBERTY	MUTUAL IN	ISURANCE CO	MPANY
Audit Basis 4	Policy or B	ond No. LG1-123	L-010461-18	3R TD 23	Buca E. So	man_	hand L. H	null
Issued to Hoj	peman E	rothers Inc.			$\mathcal{R}.\mathcal{A}$			naany
Work Units 1-2			_			Wan	~~	
_	~			gned by	Au	thorized Represe		
L-G 600 (2/69)	O Iss Printed in	ued 1c 5-2-73 USA	Sales Office o	and No. 20:	2 End. S	erial No.	22	

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## CHANGE OF LIMITS OF LIABILITY ENDORSEMENT

It is agreed that the limit of the company's liability against any coverage below with respect to which a typewritten entry appears shall be as stated by such typewritten entry, subject to all of the terms of the policy having reference thereto and to any special provisions stated herein. The rates and advance premiums for the coverages to which this endorsement applies are stated in the schedule attached.

COVERAGES*	LIMITS	OF LIABILITY
COVERAGE A Bodily Injury Liability	s	each person
	<ul> <li>s as per</li> <li>s Declarations</li> </ul>	each occurrence aggregate
COVERAGE B Property Damoge Liability	\$ 250,000	each occurrence
	\$ 500,000	aggregate
COVERAGE E - Premises Medical Payments	\$	each person
	\$	each accident
COVERAGE P Personal Injury	\$	each person aggregate
	s	general aggregate

\*NOTE: The particular policy to which this endorsement applies may not include all coverages listed.

## SPECIAL PROVISIONS

1. PROJECT OR PREMISES: If a project or premises are designated herein, the above limits of liability apply only to loss arising out of such project or premises.

2. OTHER (Specify): Premium \$ Adjust on audit Expiration Date 1-1-74 Effective Date 1-15-73 LIBERTY MUTUAL INSURANCE COMPANY TD23 For attachment to Policy or Bond No. LG1-121-010461-183R Audit Bosis 4 issued to Hopeman Brothers Inc. acm. Work Units 1 --Countersigned by ..... I -Authorized Representative ī Issued ve 3-8-73 Sales Office and No. 202 End. Serial No. 21 L-G 6002 (10/1/66) LC LG LM LO 'age 1 Printed in U.S.A.

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## MISCELLANEOUS CHANGE ENDORSEMENT (General Liability)

То

The policy declarations are amended by the changes entered below:

Change A - Policy Period: From

Change B-Mail Address

3 V

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Location: (Enter same if same Location as above address)

Change $C - Hazard(s)$					Coverage (	Code: B.I.		
	Теп.	Premium Bases	Annua	l Rates		Advar	nce Premiums	
	Code							
Revised Rates	No.		Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage E
<u>LA</u>								
Operations	3457							
	3759							
	5437							
Products	1203							
Revised LA Experie .16 Basic .72 Excess	nce Mod	ification					HOD EMAN	RECE
* - Deposit							NAN	9, 5
M — Minimum Premium							670,	
If Policy Period m On effective date of			um is payable Anniversary		2nd Annive	rsary \$		
Adjustment of premium sl	hall be m	ade at Expiration	n 📑, Annual	📋, Semi-Ann	iual 🛄, Qua	rterly 🛄, M	lonthly 📋, I	lat Charge [
	5			(	Periodic Pa	yment \$	·	·
Premium \$ ad,	just or	audit Expiration fond No. IGI-1 rothers Inc.	on Date 1-1 21-010461-	-74 183R TD23	bua & So		ISURANCE CC	mpany m
Work Units I			Counter	igned by	20	delar	mon	
1 0 000	~	-				thorized Represe	ntativa	
L-G 600 (2/69)	D Iss Printed in	ued ve 3-8-73 U.S.A.	Sales Office	und No. 202	End. S	erial No. 2	20	

# Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 12 of 40

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

### INCIDENTAL MALPRACTICE ENDORSEMENT

## It is agreed that:

MB Adv. 002 (1-1-73)

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- 1. The definition of "bodily injury" is amended to include injury arising out of the rendering of or failure to render professional services by any physician, dentist or nurse while employed by the named insured to provide such services.
- 2. Exclusion (i) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

	No.	Rate	Premium				
Physicians							
Dentists							
Nurses	1						
		Total	Premium \$				

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Effective Date	uded on Dec	Expiration Date	LIBERTY MUTUAL INSURANCE COMPANY
For attachment to Pol Audit Basis Issued to	icy or Bond No.	LG1-121-010461-183R	Buc &. Bornen Thank L. Taunell
Work Units 1 —		Countersigned by	Authorized Representative
L-G 2044	Issued	Sales Office and No.	End. S <del>er</del> ial No. 19

## ST. PIERRE (HBI) -578

#### Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 13 of 40

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; ; . , · · . . This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE - -----STOREKEEPER'S INSURANCE 

## CONTAMINATION OR POLLUTION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is deleted.

This endorsement applies only to operations or occurrences in the following states:

> Maryland New Hampshire North Carolina Vermont

Premium \$ Effective_Date	Expiration Date LG1-121-010461-183R	LIBERTY MUTUAL INSURANCE COMPANY
<u>Work Units 1 —</u>	Countersigned by	Authorized Representative End. Serial No. 18

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ISO G591 (1-1-73)

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#### Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 14 of 40

Amendatory Endorsement

It is agreed that Item 3 on Declaration is amended to read:

Bodily Injury - \$300,000 each occurrence

\$300,000 aggregate

for the State of Louisiana

This endorsement is executed by the company below designated by an entry in the box opposite its name. LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPA

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Countersigned by\_

AUTHORIZED REPRESENTATIVE

Countersigned by ...

Effective Date

AUTHORIZED REPRESENTATIVE

**Expiration** Date

Audit Basis Premium \$ For attachment to Policy or Bond No. LG1-121-010461-183R

Issued to

Endorsement Serial No. 17

Work Units 1 -

Issued

Sales Office & No.

ST. PIERRE (HBI) -580

# Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 15 of 40

## PREMIUM DISCOUNT ENDORSEMENT

## (Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

- The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
- 2. The following elements of the Total Standard Premium are not subject to discount:
  - (a) Any premium for insurance in the state of Louisiana;

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- (b) Any premium for Automobile Liability insurance in the Commonwealth of Massachusetts;
- (c) Any premium subject to retrospective rating.
- 3. With respect to the application of the premium discount percentage to Virginia insurance premium, the applicable discount percentage for General Liability premium is based on the total standard premium for General Liability insurance and the applicable discount percentage for Automobile Liability is based on the total standard premium for Automobile Liability, including Garage Liability.
- 4. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
- 5. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS	ESTIMATED STANDARD PREMIUM
LG1-121-010461-203R	(Wayne Manufacturing Corporation)
AE1-121-010461-163	(Hopeman Brothers Inc.)
Canada LG1-121-010461-153	(Hopeman Bros. Inc., Etal)
LG1-121-010461-233R	
LG1-121-022356-023R	

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$				🔁 LIBERTY MUTUAL INSURANCE COMPANY
Effective Date	- • ••	Expiration Date		LIBERTY MUTUAL FIRE INSURANCE COMPANY
For attachment to Policy or Bo	ond No.	LG1-121-010461-	-183R	
Audit Basis				Bua & Some Trank L. Taunell
Issued to	•			Summary Present
Work Units 1		_		
		Count	ersigned by	Authorized Representative

Sales Office and No.

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End. Serial No.

ST. PIERRE (HBI) -581

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# **RETROSPECTIVE PREMIUM ENDORSEMENT** — PLAN (D)Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement - Plan\_\_\_\_D forming a part of policy WC1-121-010461-173

LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Jarwel Presiden PRESIDENT

SECRETARY

2212 (12-1-56)

Issued to

Effective Date Expiration Date

Audit Basis For attachment

Issued

to Policy No. LG1-121-010461-183

Countersigned by.....

AUTHORIZED REPRESENTATIVE End. Serial No.

Sales Office and No.

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# Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 17 of 40

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## TEXAS SPECIAL PROVISIONS APPROPRIATE TO COMPANY'S PLAN OF OPERATION (General Liability Insurance)

It is agreed that the premium pertaining to Texas General Liability and Medical Payments insurance determined under the provisions of the policy other than this endorsement shall be modified at the time of computation of the dividend applicable thereto, if any, declared by the board of directors, by applying the applicable adjustment factor stated in the Table of Adjustment Factors, and the dividend percentage fixed and determined by the board of directors shall be applied to such modified premium.

#### TABLE OF ADJUSTMENT FACTORS

The term "Standard Premium" shall mean the premium, to the nearest dollar, for General Liability and Medical Payments insurance computed in accordance with the provisions of the policy, other than this endorsement, and exclusive of the application of any retrospective rating plan or any premium discount endorsement.

The following adjustment factors apply subject to a maximum factor of 1.000 divided by the difference between 1.000 and the dividend rate expressed as a decimal.

Standard Premium	Adjustment Factor	Standard Premium	Adjustment Factor
\$ 1,000 \$ 1,999	1.008	\$ 25,000 \$ 29,999	1.056
2,000 - 2,999	1.016	30,000 34,999	1.058
3,000 - 3,999	1.019	35,000 — 39,999	1.063
4,000 - 4,999	1.020	40,000 44,999	1.066
5,000	1.025	45,000 - 49,999	1.068
6,000 - 6,999	1.030	50,000 - 74,999	1.075
7,000 - 7,999	1.034	75,000 — 99,999	1.079
8,000 — 8,999	1.038	100,000 149,999	1.073
9,000 — 9,999	1.041	150.000 199.999	1.064
10,000 - 12,499	1.044	200,000 - 249,999	1.059
12,500 - 14,999	1.048	250,000 - 499,999	1.052
15,000 19,999	1.050	500.000 & over	1.048
20,000 - 24,999	1.053		

Premium \$ Effective Date	Expiration Date	LIBERTY MUTUAL	INSURANCE COMPANY
For attachment to Policy or Bond No. Audit Basis Issued to	LG1-121-010461-183R	Bur E. Dorman .	Trank L. Taunell
Work Units 1	Countersigned by	Authorized Repre	csentetivo
Issued	Sales Office and No.	End. Serial No.	14
L-G 5025 Primer USA			

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# Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 18 of 40

## PREMIUM DISCOUNT ENDORSEMENT - TEXAS (General Ligbility Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

- 1. Texes General Liability Standard Premium. Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retro-spective rating plan, shall be known as the Texas General Liability Standard Premium.
- 2. Totel Stenderd Premium for All States. The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

### 3. Premium Discount - Texes.

- (a) For policy periods of one year or less The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability".
- (b) For policy periods of more than one year The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policies in years and fractions thereof.
- (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium, the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium, which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is indicated in the texas General Liability Standard Premium which is subject to retrospective rating. is subject to retrospective rating.

TABLE	ÔF	TEXAS	PREMIUM	DISCOUNT	PERCENTAGES

(General Liebility)

Total Standard Pramium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Totai Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	.0%	\$1,486	2.5%	\$2,942	5.0%	\$5,924	7.5%
1,007	.1	1,516	2.6	3,062	5.1	6,000	7.6
1,021	.2	1,547	2.7	3,192	5.2	6,079	7.7
1,035	.3	1,579	2.8	3,334	5.3	6,159	7.8
1,049	.4	1,613	2.9	3,489	5.4	6,242	7.9
1,064	.5	1,649	3.0	3,659	5.5	6,327	8.0
1,080	.6	1,686	3.1	3,847	5.6	6,414	8.1
1,095	.7	1,725	3.2	4,055	5.7	6,504	8.2
1,112	.8	1,765	3.3	4,286	5.8	6,596	8.3
1,128	.9	1,808	3.4	4,546	5.9	6,691	8.4
1,146	1.0	1,852	3.5	4,839	6.0	6,789	8.5
1,163	1.1	1,899	3.6	5,028	6.1	6,889	8.6
1,182	1.2	1,949	3.7	5,082	6.2	6,993	8.7
1,200	1.3	2,000	3.8	5,139	6.3	7,100	8.8
1,220	1.4	2,055	3.9	5,196	6.4	7,210	8.9
1,240 1,261 1,283 - 1,305 1,328	1.5 1.6 1.7 1.8 1.9	2,113 2,174 2,239 2,308 2,381	4.0 4.1 4.2 4.3 4.4	5,255 5,315 5,376 5,439 5,503	6.5 6.6 6.7 6.8 6.9	7,323 7,440 7, <del>56</del> 1 7,686 7,816	9.0 9.1 9.3 9.4
1,352	20	2,460	4.5	5,569	7.0	7,949	9.5
1,377	21	2,543	4.6	5,637	7.1	8,087	9.6
1,402	22	2,632	4.7	5,706	7.2	8,231	9.7
1,429	23	2,728	4.8	5,777	7.3	8,379	9.8
1,457	24	2,831	4.9	5,850	7.4	8,533	9.9

(Continued on page 2)

Form L-G-5023 (Texas) (10/1/69) LC LG LM LO Poge 1 Printed

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Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas Ceneral Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 8,692	10.0%	\$25,136	13.5%	\$45,610	17.0%	\$105,850	20.5%
8,858	10.1	26,572	13.6	46,364	17.1	110,000	20.6
9,030	10.2	28,182	13.7	47,143	17.2	114,490	20.7
9,208	10.3	30,000	13.8	47,949	17.3	119,362	20.8
9,394	10.4	30,325	13.9	48,783	17.4	124,667	20.9
9,588	10.5	30,656	14.0	49,647	17.5	130,466	21.0
9,790	10.6	30,995	14.1	50,541	17.6	136,830	21.1
10,000	10.7	31,341	14.2	51,468	17.7	143,847	21.2
10,220	10.8	31,695	14.3	52,430	17.8	151,622	21.3
10,450	10.9	32,058	14.4	53,429	17.9	160,286	21.4
10,690	11.0	32,428	14.5	54,467	18.0	170,000	21.5
10,942	11.1	32,808	14.6	55,545	18.1	180,968	21.6
11,205	11.2	33,196	14.7	56,667	18.2	193,449	21.7
11,482	11.3	33,593	14.8	57,836	18.3	207,778	21.8
11,773	11.4	34,000	14.9	59,053	18.4	224,400	21.9
12,078	11.5	34,418	15.0	60,323	18.5	243,913	22.0
12,400	11.6	34,845	15.1	61,649	18.6	267,143	22.1
12,740	11.7	35,284	15.2	63,034	18.7	295,263	22.2
13,099	11.8	35,733	15.3	64,483	18.8	330,000	22.3
13,479	11.9	36,194	15.4	66,000	18.9	374,000	22.4
13,881 14,308 14,762 15,246 15,763	12.0 12.1 12.2 12.3 12.4	36,667 37,153 37,652 38,164 38,690	15.5 15.6 15.7 15.8 15.9	67,591 69,260 71,013 72,858 74,800	19.0 19.1 19.2 19.3 19.4	431,535 500,000 Over 500,000	22.5
16,316 16,910 17,548 18,236 18,980	12.5 12.6 12.7 12.8 12.9	39,231 39,788 40,360 40,949 41,556	16.0 16.1 16.2 16.3 16.4	76,850 79,015 81,305 83,732 86,308	19.5 19.6 19.7 19.8 19.9		
19,788 20,667 21,628 22,683 23,847	13.0 13.1 13.2 13.3 13.4	42,181 42,825 43,489 44,174 44,880	16.5 16.6 16.7 16.8 16.9	89,048 91,968 95,085 98,422 102,000	20.0 20.1 20.2 20.3 20.4		

## TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES --- Continued

NOTE: For premium not shown use the value for the next lower premium stated in the table. \* If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 22.5% for the first \$500,000 and 23.1% for the portion over \$500,000.

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Policy Numbers

Estimated Standard Premium

Premium \$ Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-183R Audit Basis Issued to -

Issued

LIBERTY MUTUAL INSURANCE COMPANY

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Work Units I —

Sales Office and No.

End. Serial No. 13

Form L-G-5023 (Texas) (10/1/69) LC LG LM LD Page 2 \*mmlad USA

# Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 20 of 40

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

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Coverage A-Bodily Injury Liability

Coverage B-Property Damage Liability

## MOBILE EQUIPMENT

#### (Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

- Except to the extent provided in paragraph 2, below, the insurance afforded by this policy does not apply either on a
  primary or excess basis to bodily injury or property demage with respect to which any insurance (regardless of amount) is
  afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the named
  insured.
- 2. If the only liability insurance applicable with respect to such bodily injury under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to bodily injury arising out of the operation or use of the mobile equipment other than solely for the purposes of transportation or locomotion.

Premium \$ Effective Date Expiration Date Audit Basis For attachment			LIBERTY MUTUAL INSURANCE COMPANY Blue & Bornen Jamb L. Jacuell _
to Policy No.	LG1-121-010461-183R		
issued to			
		Countersigned by	Authorized Representative
G513			
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ST. PIERRE (HBI) -586

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ACTION AGAINST COMPANY AMENDMENT (Messechusetts) .

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

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- Trank L. Taurell

For attachment to Policy No. LG1-121-010461-183R Issued to

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Countersigned by .....

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ST. PIERRE (HBI) -587

Endorsement No. 11

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## **RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT**

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2045	No.	2
Interpretation of Notice of Accident Condition	102	No.	4
Deductible Care, Custody and Control Coverage	102	No.	6
Amendatory Endorsement	102	No.	17

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

SECRETARY

Countersigned by AUTHORIZED REPRESENTATIVE

652 Louisiana

to Policy No. LG1-121-010461-183R

Effective Date **Expiration Date** 

Audit Basis For attachment

Issued to

Issued

Sales Office and No.

End. Serial No. 10

# Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 23 of 40

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## **RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT**

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2045	No. 2
Interpretation of Notice of Accident Condition	102	No. 4
Deductible Care, Custody and Control Coverage	102	No. 6
Amendatory Endorsement	102	No. 17

LIBERTY MUTUAL INSURANCE COMPANY

Irant L. Jawell PRESIDEN PRESIDENT SECRETARY

AUTHORIZED REPRESENTATIVE

Expiration Date Audit Basis For attachment

Effective Date

to Policy No. LG1-121-010461-183R

Issued to

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Countersigned by .....

Sales Office and No.

End. Serial No. 10

652 Louisiana 

Issued

# Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 24 of 40

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## PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, ogrees with the semed insured as follows:

## 1. COVERAGE P --- PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judoments or settlements.

es: This coverage does not apply to personal injury arising out of:

(a) acts committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or agreement;

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(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the nomed insured;

(d) discrimination which is unlawful or which is committed by or at the direction of the insured.

#### II. COVERAGE P --- LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total flability of the company for all demoges because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury flability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all demoges shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the incured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the oction taken, the named insured shall promptly reimburse the company therefor.

## III. COVERAGE P -- POLICY PERIOD; TERRITORY

This policy also applies to **personal injury** which occurs during the policy period within the **policy territory**; provided, however, that **personal injury** arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### V. COVERAGE P - DEFINITIONS

"demages" also includes any domages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property domege."

	Schedule		
Limits of Liebility	\$	500,000	each person aggregate
	\$	500,000	general o <b>ggrøg</b> ate
Insured's Participation Flat Charge		0	per cent
The provisions of this er		only with	respect to:

Premium \$ Included	on Declaration	
Effective Date	Expiration Date	LIBERTY MUTUAL INSURANCE COMPANY
For attachment to Policy of	Bond No. <u>LG1-121-010461-183R</u>	
Audit Basis		Buc & Bornen Trans L. Jawell
Issued to		James Parties

Work Units 1-

Countersigned by	Authorized Representative
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L-G2037 (1/1/73) Issued LC LG LM LO trinted UŜA

Sales Office and No.

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#### Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 25 of 40

## WATERCRAFT EXCLUSION

It is agreed that Exclusion (e) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

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This endorsement is executed by the company below designated by an entry in the box opposite its name. ELIBERTY MUTUAL INSURANCE COMPANY LIBERTY MUTUAL FIRE INSURANCE COMPA

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Countersigned by.

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AUTHORIZED REPRESENTATIVE

Effective Date

AUTHORIZED REPRESENTATIVE

Countersigned by ....

Audit Basis

**Expiration** Date

Premium \$ Included on Declaration For attachment to Policy or Bond No. LG1-121-010461-183R Issued to

> Endorsement Serial No. 8

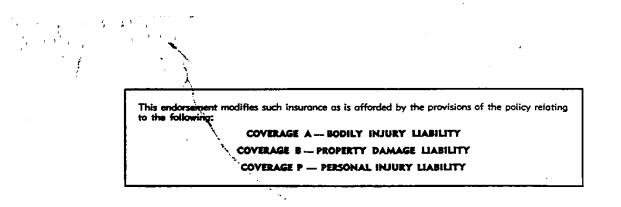
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Sales Office & No.

ST. PIERRE (HBI) -591

Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 26 of 40



#### FOREIGN COVERAGE ENDORSEMENT

## It is ogreed that:

## 1. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

#### II. INVESTIGATION; DEFENSE; SETTLEMENT - FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

#### 111. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

Code 3759

Premium \$

Effective Date Expiration Date Audit Basis For attochment to Policy No. IG1-121-010461-183R

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

SECRETART

L-G2001 (10/1/66) LC LG LM LO Endorsement No. 7

## Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 27 of 40

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## DEDUCTIBLE CARE, CUSTODY AND CONTROL COVERAGE

It is agreed that exclusion (K) of the policy jacket is amended to read as follows:

To Property Damage to

- (1) Property owned or occupied by or rented to the insured or
- (2) Property used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for propert damage liability applies subject to the following provisions:

- 1. \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liabile only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
- 2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotitate and settle any claim or suit, apply irrespective of the application of the deductible amount.
- 3. The company may pay any part or all of the deductible amount to effect settle of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the deductible amount as has been paid by the company.

5% of P.D. Premium

This endorsement is executed by the company below designated by an entry in the box opposite its name. 🖻 LIBERTY MUTUAL INSURANCE COMPANY 🛛 🗆 LIBERTY MUTUAL FIRE INSURANCE COMPA

Countersigned by .....

Buc & Soormen Trank L. Tawall

Buc E. Dorman Stand L. Taunell

Countersigned by\_\_\_

AUTHORIZED REPRESENTATIVE

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Premium \$ Included on Declaration For attachment to Policy or Bond No. LG1-121-010461-183R

Endorsement Serial No.

Work Units 1-

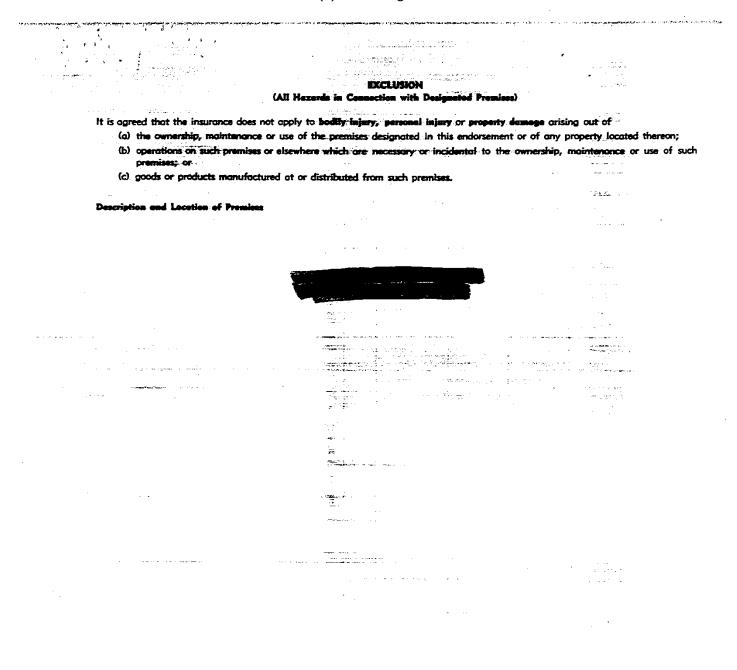
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ST. PIERRE (HBI) -593

## Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 28 of 40



LIBERTY MUTUAL INSURANCE COMPANY

hand L. Jau

President

2 SECRETARY

G301 (10/1/66) LC LG LM USA

Effective Date

Expiration Date

For attachment

Issued to

to Policy No. LG1-121-010461-183R

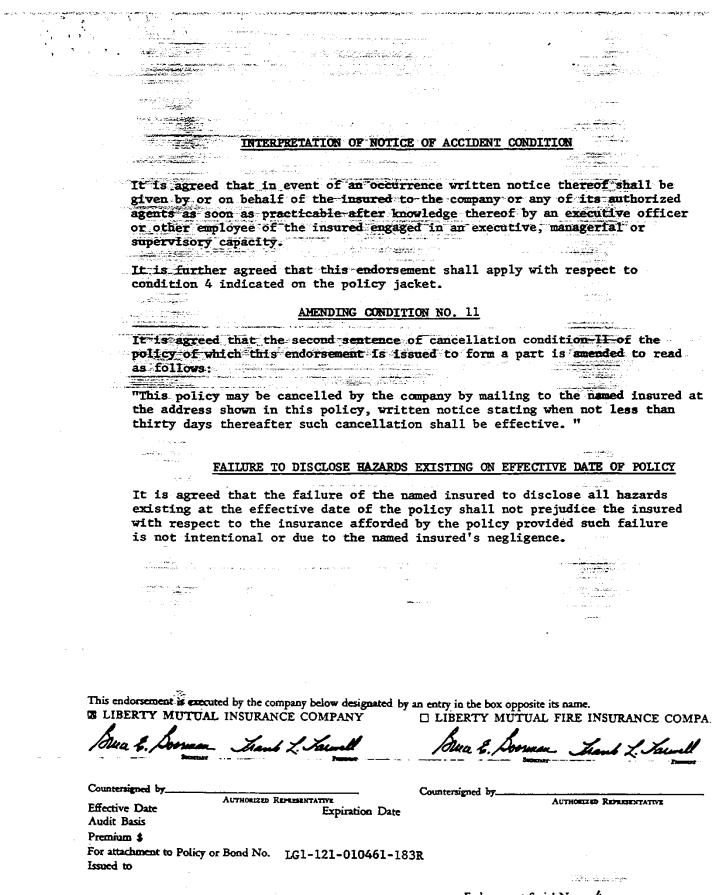
Countersigned by\_

Authorized Representative

Endorsement No. 5

ST. PIERRE (HBI) -594

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Endorsement Serial No. 4

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## PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium; and subject to all of the provisions of the policy not expressly modified herein; agrees with the nemed insured as follows:

## 1. COVERAGE P PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured oil sums which the insured shall become legally obligated to pay as demoges because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking demoges on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

(a) acts committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or agreement;

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(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

(d) discrimination which is unlawful or which is committed by or at the direction of the insured.

### II. COVERAGE P -- LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the **insured**, such percentage of the loss shall be borne by the **insured**; provided the company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

#### III. COVERAGE P --- POLICY PERIOD; TERRITORY

This policy also applies to **personal injury** which occurs during the policy period within the **policy territory**; provided, however, that **personal injury** arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### IV. COVERAGE P - DEFINITIONS

"damagas" also includes any damages which are payable because of personal isjury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property domage,"

-	Schedule		
Limits of Linkility	\$	500,000	each person aggregate
	\$	500,000	general aggregate

Insured's Participation

Premium \$ Included on Declaration

22<sup>2</sup>% of Operations B.I. Premium

For attachment to Policy or Band No. LG1-121-010461-183R

Expiration Date

LIBERTY MUTUAL INSURANCE COMPANY

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### Work Units 1-

Effective Date

Audit Basis Issued to

Countersigned by .....

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End. Serial No.

L-G2037 (1/1/73) issued LC LG LM LO Trigger USA

ST. PIERRE (HBI) -596

Authorized Representative

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This endersoment modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A - BODILY INJURY LIABILITY COVERAGE B - PROPERTY DAMAGE LIABILITY

## CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

### (AE Written Contracts Except Incidentel Contracts)

It is agreed that: I. CONTRACTUAL LIABILITY

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## Coverages A and B also apply to liability assumed by the named insured under an insured contract, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the indemnitee which the nemed insered is required to defend by the specific terms of an insered contract, but only to the some extent and on the same terms as if the indemnitee were the insered under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks damages for which the indemnitee is legally entitled to indemnification under the insered contract, (2) the policy covers such damages and (3) the applicable limit of the company's liability with respect to such damages has not been exhausted by payment of judgments or settlements.

### II. EXCLUSIONS

All exclusions, including exclusion (g), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (d) and (j). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodily injury or property demage which does not arise out of (a) operations performed or services furnished by the named insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property demage arising out of any professional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an insured contract, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property demage.
- (3) to any agreement (a) to pay for property demage to property owned by, rented to or used by the indemnites arising out of operations performed for the named insured by the indemnites or (b) to pay any fines, penolties or liquidated damages or (c) to pay any amounts or benefits on account of badily injury or property demage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnites is an employee of the named insured, to pay any amounts or benefits on account of his badily injury in excess of those for which the named insured or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the indemnites is an employee of the named insured, to pay on behalf of or to indemnity the indemnites with respect to badily injury sustained by a fellow employee arising out of and in the course of his employment by the named insured.

## III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnites" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract made prior to the occurrence giving rise to the bodily injury or property demage with respect to which indemnification is claimed, but insured contract does not include (1) an incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

#### IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the **insured** is required to submit by the terms of the **insured** contract or to which the **insured** has submitted with the company's consent, provided the company is entitled to exercise all of the **insured**'s rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

## V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—and under Coverage B— Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all property demage for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

L-G2045 (1/1/73) LC LG LM LO Poge 1 of 2 .

# Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 32 of 40

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Limit of Liability					5		oggregate
If no entry appears herein the schedule i Hazards."	is completed on	the sche	dules forming a	part of the	policy and de	signated "Ger	neral Liability
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Effective Date Expiration Date LIBERTY MUTUAL INSURANCE COMPANY For attachment to Policy or Band No. LG1-121-010461-183R Ana &. Dorman Thank L. Taurell Audit Basis Issued to Work Units I ---Countersigned by ......

End. Serial No.

Printed in U.S.A.

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1-L-G2045 (1/1/73) LC LG LM LO Page 2 of 2

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#### Case 24-32428-KLP Doc 86-41 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 41 Page 33 of 40

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C  $(a,b,b) \in A_{n-1}(a)$ 1.0000 · . . . . - 1 This endorsement is executed by the company below designated by an entry in the box opposite its name. LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPA 71an 1014a E Countersigned by-Countersigned by. AUTHORIZED REPRESENTATIVE AUTHORIZED REPRISENTATIVE Effective Date Expiration Date Audit Basis Premium \$ For attachment to Policy or Bond No.

Endorsement Serial No. 1

Work Units 1-

Issued to

Issued

Sales Office & No.

LG1-121-010461-183R

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÷ s. j. . . 15. COUNTERSIGNATURE OF RESIDENT AGENT The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides. Policy Number: 121-010461-1832 Name of Policyholder: - ~; Address: Sec Countersigned by 1.25 ي' د<sup>.</sup> 17.2 ÷ 194.21 Alabama (State) Sales Office. 3 + 1-5 1710 115.4 Countersigned by t of Liberty Mutual Insurance Company) Pennsylvania Sales Office. (State) 1710 Printed in U.S.A. LG1-121-010401-100-..... Policy Number: Name of Policyholder: Address: ident Agent of Liberty Mutual Insurance (ompany) Countersigned by (Res Seate) Sales Office. 1710 Printed in U.S.A.

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## **Home Office: Boston**

FOR PROMPT INSURANCE SERVICE --- CALL YOUR SERVICE OFFICE

## vote either in person or by proxy at any and all meetings of said company.

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The annual meetings are held an ischame office, Boston, Massachusetty on the second Wednesday of April in each year, at eleven o'clock in the morning. at eleven

GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty

Mutual Insurance Company and is entitled to

IS CLASSIFIED IN DIVIDEND CLASS I

074-55

(A mutual insurance company, herein called the company)

nd subject to alk In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part here of the terms of this policy, agrees with the named insured as follows:

COVERAGE A BODILY INJURY LIABILITY

#### COVERAGE B-PROPERTY DAMAGE LIABILITY

will pay on behalf of the insured all sums which The company the insured shall become legally obligated to pay as damages because of

> Coverage A. bodily injury or Coverage B. property damage

to which this policy applies, caused by an occurrence, and the com-pany shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or prop-erty damage, even if any of the allegations of the suit are ground-less, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

(1/1/73)

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This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the samed insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner:
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - any other automobile or aircraft operated by any person (2)in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

- (c) to bodily injury or property damage arising out of ()) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured:
- (e) to bodily injury or property damage arising out of the owner-ship, maintenance, operation, use, loading or unloading of
  - any watercraft owned or operated by or rented or loaned (1)to any insured, or
  - any other watercraft operated by any person in the (2)course of his employment by any insured;

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but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured:

- (f) to bodily injury or property damage arising out of the dis-charge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste
  - materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dis-persal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - (1) liability assumed by the insured under an incidental contract. or
  - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
  - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

- to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of
- damages arising-out-of-such injury; but-this exclusion-doesnot apply to liability assumed by the insured under an incidental contract;

## (k) to property damage to

- (1) property owned or occupied by or rented to the insured,
- (2) property used by the insured, or
- (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control:

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to

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property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
  - (2) the failure of the named insured's products or work per-formed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising
- to property damage to the manuel insured a products arising to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out-of-materials, parts or equipment furnished in connection therewith {o}
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or form use horavis of any long and and defert defert or from use because of any known or suspected defect or deficiency therein.

#### SUPPLEMENTARY PAYMENTS П

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, pre-miums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed 250 method bad bad and any solution arising out of the \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

- expenses incurred by the insured for first aid to others at the (c)time of an accident, for bodily injury to which this policy applies;
- reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or de-(d) fense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

## PERSONS INSURED Ш

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such\_a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- if the named insured is designated in the declarations as other (c) than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such:
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and in the second second second second second second second second second second second second second second second

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- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and

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(ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organ-ization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or oganization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- -(2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii),

This insurance does not apply to bodily injuty or property damare arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

# LIMITS OF LIABILITY

Regardless of the number of (1). insureds under this policy, (2) persons or organizations who sustain bedily layery or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company stillability is limited as follows:

Coverage A---The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of **bodily** injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed castrations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "argreente". declarations as "aggregate".

Coverage B-The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not ex-ceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as 'aggregrate'':

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage in-cluded in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liabil-ity is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured....

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Coverages A and B For the purpose of determining the limit of the company's liability, all bodity injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one oscurrence.

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# 7 POLICY TERRITORY

This policy applies only to **bodily injury** or property damage which occurs within the policy territory.

# VI DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifices "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;



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"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not selfpropelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-intransit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or property damage neither expected nor intended from the standpoint of the insured:

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

#### CONDITIONS

Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance attorded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the company shall return to the named insured the uncarned period aby the named insured.

-The-named -insured -shall-maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

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The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

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Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

## Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reason-ably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the The insured shall cooperate with the company and, upon the company's request; assist in making settlements, in the con-duct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by writ-ten agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the insured or his legal rep-resentative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the com-pany shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes



an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

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(b) Contribution by Limits If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and with the insurance excitent events for collectible insurance against such loss.

In the event of any payment under this policy, the Subrogation company shall be subrogated to all the insured's rights of recover therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, how-ever, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

**Cancellation** This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time can-cellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Duce E. Doorman

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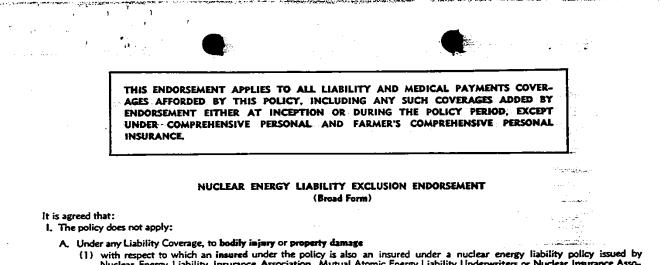
PAGE 4 (See Page 5)

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- with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
   resulting from the hazardous properties of zuclear material and with respect to which (a) any person or organization is
- (2) resulting from the hazardous properties of matches matches and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any\_agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bedily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.
- II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

LIBERTY MUTUAL INSURANCE COMPANY

Qua E. Doorman

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Trank L. Farmell

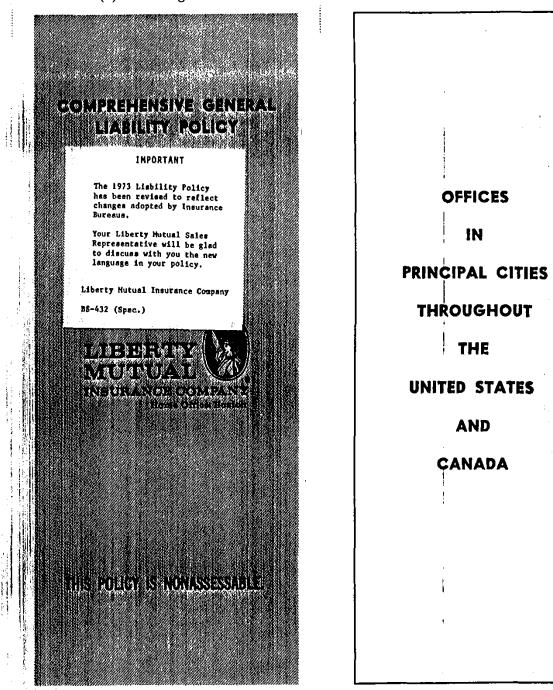
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PAGE 5

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officy No.	1-010461-184R 33	Sales Office	· · · · · ·	aleanan 5 11	2 17531 2	2 1at Year 37
tem 1.	Named Insured Hopeman Broth				1974 12	
	Address c/o Fred S. James	G Co. of New	York Inc., S	55 Water 190	THER SONK, N	¥ 10041 .
	The named insured is: Individual	, Partnership	, Corporation	🗙, Other 🔲		
	Business of named insured is: Con	tracting				
em 2.	Policy Period: From 1 12:01 A.M., standar	1 7	ear 14 to Idress of the name	1	Day Year 1 75 herein.	ځ
	Audit Basis: At Expiration ], An	nual [], Semi-A	Innuzi [], Quarte	riy 🔀, Monthly	_, Flat Charge	
tem 3.	The insurance afforded is only wi charge or charges. The limit of th all the terms of this policy having	e company's liab	ility against each			
	COVERAGES		LIMITS O	F LIABILITY	ADVANCE	PREMIUMS
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	B-PROPERTY DAMAGE L	IABILITY	\$ 250,000	each occurrenc	x \$	
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	NIMUM PREMIUMS: Bodily Injury Liability \$ Computation of Premiums				\$	<u> </u>
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M12 Item 4.	Classification and	Liability S Code No.	remium Base	Rates lodily Property Damage ability Liability	Bodily Injury Liability	Property Damage Liability
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# Case 24-32428-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 2 of 50

Item 4. Declarations - Schedule -General Liability Hazards

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PREMIUM BASE RATES ADVANCE PREMIUMS Per \$1,000 BODILY INJURY LIADILITY PROPERTY DAMAG CLASSIFICATION AND LOCATIONS BODILY INTONY LIABILITY PROPERTY DAMAGE LIABILITY Sales All Operations of the Named Insured 15050 Deposit M - Minimum Premium LG1-121-010461-184R GPO 2758 Printed in U.S.A. Hopeman Brothers Inc. Page 1

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Item 4. Declarations - Schedule -General Liability Hazards

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# Case 24-32428-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 4 of 50

Item 4. Declarations — Schedule — General Liability Hazards

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PREMIUM BASE RATES ADVANCE PREMIUMS BODILY INJURY LIADILITY PROPERTY DAMA LIABILITY Per \$1,000 CLASSIFICATION AND LOCATIONS BODILY INJURY LIADILITY PROPERTY DAMAGE LIABILITY Sales All Operations of the Named 15050 Insured . Deposit Minimum Premium M GPO 2758 Printed in U.S.A. LG1-121-010461-184R Page 3 Wayne Manufacturing Corp.

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# Item 4. Declarations - Schedule -

General Liability Hazards

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Item 4. Declarations — Schedule — General Liability Hazards

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Amendatory Endorsement

It is agreed that the "Name of Insured - Item 1 Endorsement" No. 1 is amended to include the following name:

Investment Corp.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium <b>\$</b> Effective Date 1-1-	-74	Expiration	Date 1-1-75	~ ~	ERTY MUTUAL INS		
For attachment to Polic Audit_Basis _ 4	v or Bond No.	LG1-121-	010461-184R T 	D 33	lea E. Dorman-	- Malin B	buddow
Work Units 1 -	Brothers	Inc.			R.D. Wa		. et 404 mT
_			Countersigned	ру	Authorized Reg	regentative	
	Issued 1C	12-19-74	Sales Office and No.	202	End. Serial No.	34	

Form 102

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## Amendatory Endorsement

It is agreed that Notice of Cancellation Endorsement No. 30 and Additional Insured Endorsement No. 29 are eliminated from the policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name

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Premium \$	G LIBERTY	MUTUAL INSURANCE COMPANY
	Diration Date 1-1-75 🛛 LIBERTY	MUTUAL FIRE INSURANCE COMPANY
For attachment to Policy or Hond No. LGL Audit Basis 4	-121-010461-184R TD 33	4
Issuent to Hopeman Brothers Inc.		Booman Milm & Braddan
Weater Jones 1		
	Countersigned by	Authorized Representative
issued lc 10-	30-74 Sales Office and No 202	End Serial No. 33

Form 102

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

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COVERAGE B - PROPERTY DAMAGE LIABILITY

## REAL PROPERTY - LIABILITY - FIRE

It is agreed that the Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured and described in this endorsement, including fixtures permanently attached thereto, if such property damage arises out of fire, subject to the following additional provisions:

1. All of the exclusions of the policy are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

2. The limit of liability stated in this endorsement applies separately to the insurance under this endorsement and is in lieu of wery other limit of liability stated in the policy.

Description	Limit of	Rate	Premium
of Property	Liability	(per \$100 of Limit)	
all non owned premises occupied by the named insured	\$ 50,000	each occurrence	included ir composite rate

This endorsement supersedes and replaces Real Property - Liability -Fire Endorsement No. 19



Desc

This endorsement is executed by the company below designated by an entry in the box opposite its name of the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon

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AUTHORIZED REPRESENTATIVE

Countersigned by...

Countersigned by\_\_\_\_

AUTHORIZED REPRESENTATIVE

Effective Date 1-1-74 Audit Basis 4 Premium \$ Included in Compos For attachment to Policy or Bond No. Issued to Hopeman Brothers I Expiration Date 1-1-75

Included in Composite Rate to Policy or Bond No. LG1-121-010461-184R TD33 Hopeman Brothers Inc.

Endorsement Serial No. 32

G209

Work Units | --

Issued 10-16-74 rms Sales Office & No. 202

ST. PIERRE (HBI) -634

# Case 24-32428-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 10 of 50

# AMENDATORY ENDORSEMENT

It is agreed that Name of Insured Endorsement No. 1 is amended

to include the following:

This endorsement is executed by the company below designated by an entry in the box opposite its name. is: LIBERTY MUTUAL INSURANCE COMPANY DILIBERTY MUTUAL FIRE INSURANCE COM

Expirati Date

1014a E. L a

Countersigned by Fifective Date 4-1-74 Audit Basis 4 Premium 8 For atta buyer to Poly a set

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Countersigned by AUTHORIZED REPROSENTATIVE

For attachment to Policy or Bond No. LGL-12L-010461-184R TD33 Issued to Hopeman Brothers, Inc.

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 31

Week House I -

Issued so 7-2-74 Siles Office & No. 202

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# NOTICE OF CANCELATION

It is agreed that the company will not cancel the Policy or reduce the insurance afforded thereby until at least 30 days after written notice of such cancelation or reduction has been mailed to

Name

Corporation

Address

Pittsburgh, PA

The provisions of this endorsement apply with respect to:

S/S North Carolina Highway #1162 K/A General Steel Tank Bldg. Township of Beaufort, County of Carteret, NC



8 LIBERTY MUTUAL INSURANCE COMPANY

Countersigned by

AUTHORIZED REPRESENTATIVE

□ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Buen E. Doorman Tran

For attachment to Policy No. LG1-121-010461-184R TD33 Effective date 4-1-74 Audit Basis 4

Issued to Hopeman Brothers, Inc.

Issued sc 7-2-74 Endorsement Serial No. 30 Sales Office 202

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# Case 24-32428-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 12 of 50

This endorsement modifies such insurance as 15 afforded by the provisions of the policy relating to the following: COVERAGE A — BODILY INJURY LIABILITY

COVERAGE A - BODILI INJURT LIABILITY COVERAGE B - PROPERTY DAMAGE LIABILITY COVERAGE P - PERSONAL INJURY LIABILITY

## ADDITIONAL INSURED

## (Named insured's Operations)

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization named below, but only with respect to acts or omissions of the named insured in connection with the named insured's operations at the applicable location 'designated below.

Name of Person or Organization

ыQ,

Corporation Dr. PA

### Applicable Location

S/S North Carolina Highway #1162 K/A General Steel Tank Bldg. Township of Beaufort, County of Carteret, NC

Premium S Effective Date 4-1-74	- Expiration-Date- 1-1-75-	LIBERTY MUTUAL .INSURANCE COMPANY_
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Issued to Hopeman Brother	s, Inc.	JULLE 10, POSSERE Channe 2. Channes

Issued SC 7-2-74 Sales Office and No. 202

End. Serial No. 29

Authorized Representative

Work Units 1

Countersigned by ...

L-G1001 LC LG LM LO (10/1/66)

ST. PIERRE (HBI) -637

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# PREMIUM DISCOUNT ENDORSEMENT

## (Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance, with the company's manuals, subject to the following:

- The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retro-1. spective rating plan.
- 2. The following elements of the Total Standard Premium are not subject to discount:
  - (a) Any premium for insurance in the state of Louisiana,
  - (b) Any premium for Automobile Liability insurance in the Commonwealth of Massachusetts;
  - (c) Any premium subject to retrospective rating.
- 3. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
- 4. The provisions of this endorsement also apply with respect to the policies designated below:

### POLICY NUMBERS

AE1-121-010461-164

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premiuin S Effective Date For attachment to Audit Basis Issued to	) Policy or Band No.	Expiration Date LG1-121-010461-184R	LIBERTY MUTUAL INS	
Work Unite : —		Countersigned by	Authorized Reg	orezentătive
2280 R1 12/1/73	Issued	Sales Office and No.	End. Serial No.	28

ESTIMATED STANDARD PREMIUM

(Hopeman Brothers Inc.)

# Case 24-32428-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 14 of 50

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

ALL INSURANCE EXCEPT TO THE EXTENT OTHERWISE SPECIFICALLY STATED BELOW OR IN THE POLICY

## COMPOSITE RATING PLAN

It is agreed that:

I. All premiums for this policy shall be computed on the following basis:

Per \$1,000 Sales

 If under Coverage B --- Property Damage Liability --- an aggregate limit of the company's liability applies with respect to premises or operations rated on a remuneration basis or contractor's equipment roted on a receipts basis, such aggregate limit applies to all premises, operations and contractor's equipment rated on the basis set forth in paragraph 1, above.

Countersigned by .....

LIBERTY MUTUAL INSURANCE COMPANY

Premium \$ Elfective Date Expiration Date Audit Basis For attachment to Policy No. LG1-Issued to

LG1-121-010461-184R

ll Tank Z. R PRESIDENT SECRETARY

L-G6003 (10-1-66)

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Endorsement Serial No. 27

ST. PIERRE (HBI) -639

# GENERAL LIABILITY CANCELLATION PROVISION

# (GEORGIA)

In the event of cancellation of the insurance afforded by the policy the company agrees to mail 15 days prior written notice of such cancellation to the named insured at the address shown in the policy.

It is further agreed that the provisions of this endorsement do not apply when the policy is cancelled for non-payment of premium or has been in effect for less than sixty days.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

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Duce E. D Jank L.

Countersigned by.		Countersigned by			
· ·	AUTHORIZED REPRESENTATIVE			AUTHORIZ	ED REPRESENTATIVE
Effective Date Audit Basis		Expiration Date			
Premium \$					
For attachment to Policy Issued to	or Bond No.	LG1-121-010461-184	4R		
			Endorsement	Serial No.	26
Work Units 1	Issued	Sales Office 8	e No.		
L-G 5026 (7-1-73)				•.	

171

4

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE STOREKEEPER'S INSURANCE

## CONTAMINATION OR POLLUTION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is deleted.

This endorsement applies only with respect to operations or occurrences in:

Maryland					
New Hampshire					
North Carolina					
Vermont					

Effective Date	క	piration Date	LIBERTY MUTUAL	INSURANCE COMPANY
For attachment to Po	licy on Bond No	-1-121-010461-184R		
Audit Basis			Bun & Doomen	Frank L. Taunell
Issued to			young g, you ment	
Work Units 1		Countersigned by	Authorized Rep	ra antaŭ va
	Issued	Sales Office and No.	End. Serial No.	25
<b>ISO G521 ED1</b> (1-1-73)	tined N USA			23

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# Amendatory Endorsement - Notice (Texas)

As respects bodily injury liability coverage and property damage liability coverage, unless the company is prejudiced by the insured's failure to comply with the requirement, any provision of this policy requiring the insured to give notice of action, occurrence or loss, or requiring the insured to forward demands, notices, summons or other legal process, shall not bar liability under this policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium S		Se LIBER
Effective Date	Expiration Date	
For attachment to Policy or Bond No. Audit Basis Issued to	LG1-121-010461-184R	Bu

RTY MUTUAL INSURANCE COMPANY RTY MUTUAL FIRE INSURANCE COMPANY

10 & Dosman Frank L. Sou

Work Units I				
		Countersigned by	Authorized Rep	
ISO-G525			Autorized kepi	
(5-1-73)	Issued	Sales Office and No.	End, Serial No.	24

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#### Case 24-32428-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 18 of 50

## PREMIUM DISCOUNT ENDORSEMENT - TEXAS (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

- Texas General Liebility Standard Premium. Such premium pertaining to Texas computed in accordance with the provisions
  of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
- The General Liability and Medical Payments Premium computed in accordance with 2. Total Standard Premium for All States. the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known os the Total Standard Premium.

### 3. Premium Discount -- Texas.

4.

- (a) For policy periods of one year or less The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General)" Licbility)".
- (b) For policy periods of more than one year The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
- (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in soid Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

## TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES

#### (General Liability)

Totai Standard Premium (Sea Note)	Premium Discount Per- centage Applicable to Teas General I: Liability Standard I: Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Taxas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	.0%	\$1,486	2.5%	\$2,942	5.0%	\$5,924	7.5%
1,007	.1	1,516	2.6	3,062	5.1	6,000	7.6
1,021	.2	1,547	2.7	3,192	5.2	6,079	7.7
1,035	.3	1,579	2.8	3,334	5.3	6,159	7.8
1,049	.4	1,613	2.9	3,489	5.4	6,242	7.9
1,064	.5	1,649	3.0	3,659	5.5	6,327	8.0
1,080	.6	1,686	3.1	3,847	5.6	6,414	8.1
1,095	.7	1,725	3.2	4,055	5.7	6,504	8.2
1,112	.8	1,765	3.3	4,286	5.8	6,596	8.3
1,128	.9	1,808	3.4	4,546	5.9	6,691	8.4
1,146	1.0	1,852	3.5	4,839	6.0	6,789	8.5
1,163	1.1	1,899	3.6	5,028	6.1	6,889	8.6
1,182	1.2	1,949	3.7	5,082	6.2	6,993	8.7
1,200	1.3	2,000	3.8	5,139	6.3	7,100	8.8
1,220	1.4	2,055	3.9	5,196	6.4	7,210	8.9
1,240 1,261 1,283 1,305 1,328	1.5 1.6 1.7 1.8	2,113 2,174 2,239 2,308 2,381	4.0 4.1 4.2 4.3 4:4	5,255 5,315 5,376 5,439 5 <del>,5</del> 03	6.5 6.6 6.7 6.8 6.9	7,323 7,440 7,561 7,686 7,816	9.0 9.1 9.2 9.3 9.4
1,352	2.0	2,460	4.5	5,569	7.0	7,949	9.5
1,377	2.1	2,543	4.6	5,637	7.1	8.087	9.6
1,402	2.2	2,632	4.7	5,706	7.2	8,231	9.7
1,429	2.3	2,728	4.8	5,777	7.3	8,379	9.8
1,457	2.4	2,831	4.9	5,850	7.4	8,533	9.9

#### (Continued on page 2)

Form L-G-5023 (Texas) (10/1/69) LC LG LM LO Poge 1 Finled 1154

# Case 24-32428-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 19 of 50

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Slandard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Totai Standard Premium (See Note)	Premium Discount Par- centage Applicable to Texas General Liability Standard Promium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 8,692	10.0%	\$25,136	13.5%	\$45,610	17.0%	\$105,850	20.5%
8,858	10.1	26,572	13.6	46,364	17.1	110,000	20.6
9,030	10.2	28,182	13.7	47,143	17.2	114,490	20.7
9,208	10.3	30,000	13.8	47,949	17.3	119,362	20.8
9,394	10.4	30,325	13.9	48,783	17.4	124,667	20.9
9,588	10.5	30,656	14.0	49,647	17.5	130,466	21.0
9,790	10.6	30,995	14.1	50,541	17.6	136,830	21.1
10,000	10.7	31,341	14.2	51,468	17.7	143,847	21.2
10,220	10.8	31,695	14.3	52,430	17.8	151,622	21.3
10,450	10.9	32,058	14.4	53,429	17.9	160,286	21.4
10,690	11.0	32,428	14.5	54,467	18.0	170,000	21.5
10,942	11.1	32,808	14.6	55,545	18.1	180,968	21.6
11,205	11.2	33,196	14.7	56,667	18.2	193,449	21.7
11,482	11.3	33,593	14.8	57,836	18.3	207,778	21.8
11,773	11.4	34,000	14.9	59,053	18.4	224,400	21.9
12,078	11.5	34,418	15.0	60,323	18.5	243,913	22.0
12,400	11.6	34,845	15.1	61,649	18.6	267,143	22.1
12,740	11.7	35,284	15.2	63,034	18.7	295,263	22.2
13,099	11.8	35,733	15.3	64,483	18.8	330,000	22.3
13,479	11.9	36,194	15.4	66,000	18.9	374,000	22.4
13,881 14,308 14,762 15,246 15,763	12.0 12.1 12.2 12.3 12.4	36,667 37,153 37,652 38,164 38,690	15.5 15.6 15.7 15.8 15.9	67,591 69,260 71,013 72,858 74,800	19.0 19.1 19.2 19.3 19.4	431,535 500,000 Over 500,000	22.5 22.5
16,316 16,910 17,548 18,236 18,980	12.5 12.6 12.7 12.8 12.9	39,231 39,788 40,360 40,949 41,556	16.0 16.1 16.2 16.3 16.4	76,850 79,015 81,305 83,732 86,308	19.5 19.6 19.7 19.8 19.9		
19,788 20,667 21,628 22,683 23,847	13.0 13.1 13.2 13.3 13.4	42,181 42,825 43,489 44,174 44,880	16.5 16.6 16.7 16.8 16.9	89,048 91,968 95,085 98,422 102,000	20.0 20.1 20.2 20.3 20.4		

# TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES --- Continued

NOTE:

For premium not shown use the value for the next lower premium stated in the table. \* If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 22.5% for the first \$500,000 and 23.1% for the portion over \$500,000.

5. Policy Numbers Estimated Standard Premlum ٥ Premium \$ Effective Date Expiration Date LIBERTY MUTUAL INSURANCE COMPANY For attachment to Policy or Bond No. LGI-121-010461-184R Audit Basis 6 L. Sau ℳ \_ Jan issued to --- ----Work Units 1 Issued Sales Office and No. End. Serial No. 23 Form L-G-5023 (Texas) (10/1/69) LC LG LM LO Poge 2 Printed USA

# LP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 20 of 50

# CANCELLATION CONDITION -- AMENDMENT (Michigan)

It is agreed that with respect to the "Cancellation" provisions of the policy:

- 1. The words "at the address shown in this policy", appearing in the first paragraph of the "Cancellation" Condition, are amended to read "at his address last known to the company or its authorized agent."
- 2. The provisions (if forming a part of the policy) of the endorsement entitled "Cancellation Amendment (Michigan) "apply as stated therein.
- 3. The provisions, if any, forming a part of the policy which (by endorsement or otherwise) amend the" Cancellation" provisions of the policy other than as stated or designated in this endorsement are deleted.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$		G LIBERTY	MUTUAL INSUR	ANCE COMPANY	
Efrective Date	Expiration Date	LIBERTY	MUTUAL FIRE	INSURANCE COMPANY	
For attachment to Policy or Bond No. Audit Bosis Issued to	LG1-121-010461-184R	Bua	E. Some	Trank L. Jaurell	-

Work Units 1 ---

(8-2-70)

MB A0002/G503

Issued

Countersigned by.....

Sales Office and No.

End. Serial No. 22

ST. PIERRE (HBI) -645

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

Coverage A-Bodily Injury Liability

Coverage B-Property Damage Liability

## MOBILE EQUIPMENT

### (Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

- Except to the extent provided in paragraph 2, below, the insurance afforded by this policy does not apply either on a primary or excess basis to badily injury or property demage with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the named insured.
- 2. If the only liability insurance applicable with respect to such bodily injury under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to bodily injury arising out of the operation or use of the mobile equipment other than solely for the purposes of transportation or locomotion.

Premium \$ Effective Date Expiration Date		Burg E. Bornen Janb L. Jaurell
Audit Basis	-	
For attachment		
to Policy No. LG1-1	21-010461-184R	
Issued to		
G513		Countersigned by
LF LG LO LM LX (10/1/66)	Issued	Endorsement No. 21
		· ·

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## ACTION AGAINST COMPANY AMENDMENT (Mossochusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 48 of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

LIBERTY MUTUAL INSURANCE COMPANY

For attachment to Policy No. LG1-121-010461-184R Issued to

G512, A0013 AE AV AG LF LG LO LM LX Issued 10-1-66

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Countersigned by .....

Authorized Reprosentative

Endorsement No. 20

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE B - PROPERTY DAMAGE LIABILITY

### REAL PROPERTY - LIABILITY - FIRE

It is agreed that the Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured and described in this endorsement, including fixtures permanently attached thereto, if such property damage arises out of fire, subject to the following additional provisions:

 All of the exclusions of the policy are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

2. The limit of liability stated in this endorsement applies separately to the insurance under this endorsement and is in lieu of any other limit of liability stated in the policy.

Description	Limit of	Rate	Premium
of Property	Liability	(per \$100 of Limit)	
Indicated below	\$ 50,000 ead	ch occurrence	

The provisions of this endorsement are only applicable to the following:

1)		VA	
2)			VA
	·		

Issued

Countersigned by

AUTHORIZED REPRESENTATIVE Expiration Date Countersigned by At Incative Representative

Effective Date

Audit Basis Premium S Included in Composite Rates For attachment to Policy or Bond No. IG1-121-010461-184R Issued to

Endorsement Serial No. 19

G209 <u>Work Units 1</u> --

Sales Office & No.

# Case 24-32428-KLP

#### Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 24 of 50

## Amendatory Endorsement

It is agreed that Exclusion (h) is hereby **ن** : \_`` eliminated from the policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name. P LIBERTY MUTUAL INSURANCE COMPANY □ LIBERTY MUTUAL FIRE INSURANCE COMPA

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1014u E - -

Countersigned by.

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis

Expiration Date

Premium \$ Included in Composite Rates For attachment to Policy or Bond No. LG1-121-010461-184R Issued, to

Endorsement Serial No. 18

Work Units 1 -

Issued

Sales Office & No.

Countersigned by ...

#### Case 24-32428-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 25 of 50

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

#### DEDUCTIBLE LIABILITY INSURANCE

#### It is agreed that:

- The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay 1. damages on behalf of the insured applies only to the amount of damages in excess of any deductible amounts stated in the schedule below as applicable to such coverages.
- The deductible amounts stated in the schedule apply as follows: 2.
  - PER CLAIM BASIS If the deductible is on a "per claim" basis, the deductible amount applies under (a) the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
  - PER OCCURRENCE BASIS If the deductible is on a "per occurrence" basis, the deductible amount (Ъ) applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all bodily injury or property damage as the result of any one occurrence.
- 3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
- 4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

#### SCHEDULE

Coverage	Amount and B	asis of Deductible
Bodily Injury Liability	\$	p <del>er</del> claim
	\$ 500	per occurrence
Property Damage Liability	\$	per claim
	\$ 500	per occurrence

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused):-

The provisions of this endorsement are applicable only to **endo** 

Premium \$ Included in Composite Rates Effective Date - Expiration Date For attachment to Policy or Bond No. LG1-121-010461-184R Audit Basis Issued to

issued

-LIBERTY MUTUAL INSURANCE COMPANY

\_ Trank L. Townell

Work Units 1-

Countersigned by Authorized Representative

G604 (1/1/73)LC LG LO LM

Sales Office and No.

End. Serial No. 17

Page 1 of 1

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#### Case 24-32428-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 26 of 50

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

> COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

#### INCIDENTAL MALPRACTICE ENDORSEMENT

## It is agreed that:

- The definition of "bodily injury" is omended to include injury arising out of the rendering of or failure to render professional services by any physician, dentist or nurse while employed by the named insured to provide such services.
- 2. Exclusion (1) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

		No.	Rote	Premium	
P	hysicians				
D	entists				
N	urses	1 -			
		•		Totol Premium \$	
	•				
	,				
		•			
Premium \$ Effective Do		in Composi	te Rates	I IRECTY MUTUAL	INSURANCE COMPANY
			L-121-010461-184 R		
Audit Basis				Bur E. Dorman .	Trank L. Jourill
Issued to				Sector	· Pares
Work Units L.	-		Countersigned b	y	
_				Authorized Repre	sentative
-G 2044	ç	issued	Sales Office and No.	End. Serial No.	16

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				•			
This en	dorsement	modifies such i	nsurance as in	afforded by	the provisio	ns of the c	olicy relatio
This en to the f	dorsement ollowing;	modifies such i	nsurance as in	afforded by	the provisio	ins of the c	olicy relatir
This en to the f	dorsement ollowing:		nsurance as in GE A — BODI				olicy relatir
This en to the f	dorsement ollowing:	COVERAG		LY INJURY	LIABILITY		oolicy relatir

#### ADDITIONAL INSURED (Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- 1. to bodily injury or personal injury to (a) another employee of the named insured arising cut of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
- 2. to property damage to property owned, coupled or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member increal.

----Premium \$ Included in Composite Rates Effective Date Expiration Date For attachment to Policy or Band No. LG1-121-010461-184R Audit Basis Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Work Units 1 ---

Countersigned by .....

Authorized Representative

L-G1004 (1/1/73) Issued LC LG LM LO 9 mm

Sales Office and No.

End. Serial No. 15

## Case 24-32428-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 28 of 50

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A -- BODILY INJURY LIABILITY

COVERAGE 8 --- PROPERTY DAMAGE LIABILITY

#### ADDITIONAL INSURED (Vendors ---- Broed Ferm)

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional provisions:

- 1. The insurance with respect to the vendor does not apply to:
  - (a) any express warranty unauthorized by the named insured;
  - (b) bodily injury or property damage arising out of

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- (i) any physical or chemical change in the form of the product made intentionally by the vendor,
- (ii) repacking, unless unpacked solely for the purpuse of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
- (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
- (iv) products which after distribution or sale by the nomed insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2. The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

Effective Date	Expiration Date nd No. LG1-121-010461-184R	LIBERTY MUTUAL INSURANCE COMPANY
or attachment to Policy or bon Audit Basis	9 N6. LGI-121-010401-184K	Buc & Bornen Trank L. Taunell
Issued to		JOULL G. NOOMan Clane L. Chart
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Yore Units I	. Countersigned by	y
	ed Sales Office and No.	End. Serial No. 14

G113 (10/1/66) LC LG LB

## Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 29 of 50

## RETROSPECTIVE PREMIUM ENDORSEMENT - PLAN ( D) Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement —  $Plan\__D$  forming a part of policy\_WC1-121-010461-174

### LIBERTY MUTUAL INSURANCE COMPANY

Trank L. Jaw

Bresident Bruce E. Soorman Secretary

Effective Date Expiration Date Audit Basis \_\_\_\_\_\_ For attachment to Policy No. LG1-121-010461-18 4

Issued to

**2212** Countersigned by

 (12-1-56)
 Issued

 Sales Office and No.
 End. Serial No. 13

## AMENDATORY ENDORSEMENT - Other Insurance

It is agreed that endorsed provisions excluding any job insured by another carrier shall no longer apply when such other insurance on that job has been terminated.

It is further agreed that the insured shall advise the company as soon as practical of such termination of such other insurance but failure to do so through error or oversight shall not invalidate the terms of this endorsement.

Expiration Date

lotua E. D Trank L. Farmell

Duce & Doorman

Countersigned by.

Countersigned by\_\_\_\_

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis

Premium \$ For attachment to Policy or Bond No. LG1-121-010461-184R Issued to

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 12

Work Units 1 -

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Sales Office & No.

ST. PIERRE (HBI) -655

## P Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 31 of 50

## RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement		LG2045
Interpretation of Notice of Accident Condition	D.	102
Deductible Care, Custody and		

Control Coverage

102

LIBERTY MUTUAL INSURANCE COMPANY

arme PRESIDENT

UI RI SECRETARY

Countersigned by. AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 11

Effective Date Expiration Date Audit Basis

Issued to

652 Louisiana

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## Case 24-32428-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 32 of 50

## **RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT**

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2045
Interpretation of Notice of Accident Condition	102
Deductible Care, Custody and Control Coverage	102

LIBERTY MUTUAL INSURANCE COMPANY

Par Ζ. 4 PRESIDENT

SECRETARY

Countersigned by.....

AUTHORIZED REPRESENTATIVE

Sales Office and No.

End. Serial No. 11

Effective Date Expiration Date Audit Basis

For attachment to Policy No. LG1-121-010461-184R

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#### Case 24-32428-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 33 of 50

#### PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the nemed insured as follows:

#### I. COVERAGE P -- PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as **demages** because of **personal injury**, and the company shall have the right and duty to defend any suit against the insured seeking **demages** on account of such **personal injury**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any make claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements,

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- (d) discrimination which is unlawful or which is committed by or at the direction of the insured.

#### 11. COVERAGE P - LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate." Subject to the above provision respecting "general aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the **insured**, such percentage of the loss shall be borne by the **insured**; provided the company may pay the **insured**'s portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **nemed insured** shall promptly reimburse the company therefor.

#### III. COVERAGE P -- POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### IV COVERAGE P - DIFINITIONS

"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intragible property sustained by any organization as the result of false existion, malicious prosecution, libel, slander or deformation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule		
Limits of Liability	5	500,000	general oggregate

Insured's Participation

per cent n

The provisions of this endorsement apply with respect to: Protective Company

Premium \$ Included in Composite Rates Effective Date **Expiration** Date For attachment to Policy or Bond No. LG1-121-010461-184R Audit Bosis issued to

LIBERTY MUTUAL INSURANCE COMPANY

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ST. PIERRE (HBI) -658

#### Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 34 of 50

#### WATERCRAFT EXCLUSION

It is agreed that Exclusion (e) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name. R LIBERTY MUTUAL INSURANCE COMPANY 🗆 LÍBERTY MÚTUAL FIRE INSURANCE COMPAN

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Countersigned by...

AUTHORIZED REPRESENTATIVE

Countersigned by\_

Effective Date

AUTHORIZED REPRESENTATIVE

Audit Basis

Expiration Date

Premium \$ Included in Composite Rates For attachment to Policy or Bond No. LG1-121-010461-184R Issued to

Endorsement Serial No. 9

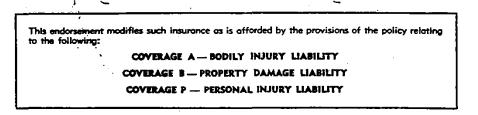
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## B-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 35 of 50



#### FOREIGN COVERAGE ENDORSEMENT

#### It is ogreed that:

#### I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, its twriteries or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

#### II. INVESTIGATION; DEFENSE; SETTLEMENT - FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such Investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reinburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

#### III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

<u>Code</u>

#### 15192

Included in Composite Rates

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to Policy No. LG1-121-010461-184R

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

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L-G2001 (10/1/66) LC LG LM LO

Premium \$

Issued to

Effective Date

Expiration Date Audit Basis For attachment

Endorsement No.

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#### DEDUCTIBLE CARE, CUSTODY AND CONTROL COVERAGE

It is agreed that exclusion (K) of the policy jacket is amended to read as follows:

- To Property Damage to
- (1) Property owned or occupied by or rented to the insured or
- (2) Property used by the insured

But part (2) of this exclusion does not apply with respect to liability under a written sidetrack agreement.

It is agreed that such insurance as is afforded by this endorsement for property damage liability applies subject to the following provisions:

- \$1,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence, and the company shall be liabile only for the difference between such deductible amount and the applicable limit of liability for "each occurrence" as stated in Item 3 of the Declarations
- 2. The terms of the policy, including those with respect to notice of occurrence and the company's right to investigate, negotitate and settle any claim or suit, apply irrespective of the application of the deductible amount.
- 3. The company may pay any part or all of the deductible amount to effect settle of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse this company for such part of the deductible amount as has been paid by the company.

5% of P.D. Premium

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Auce & Doorman

Countersigned by .....

---- Countersigned by.\_

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis

Expiration Date

Premium \$ Included in Composite Rates For attachment to Policy or Bond No. LG1-121-010461-184R Issued to

AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 7

Work Units 1 -

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#### Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Case 24-32428-KLP Desc Exhibit(s) 42 Page 37 of 50

## EXCLUSION

#### (All Hexords in iction with Designated Pri

It is agreed that the insurance does not apply to bodily injury, personal injury or property damage arising out of

(a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon; (b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such

premises; or

(c) goods or products manufactured at or distributed from such premises.

#### Description and Location of Premises

MA

LIBERTY MUTUAL INSURANCE COMPANY

rant L. Tarwell

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PRESIDENT

SECRETARY

**Effective Date Expiration** Date

For attochment to Policy No. LG1-121-010461-184R Issued to

G301 (10/1/66) LC LG LM Printed in U.S.A

Countersigned by.

Authorized Representative

Endorsement No.

#### Case 24-32428-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 38 of 50

## Interpretation of Notice of Accident Condition

It is agreed that Condition 4 - Notice of Injury is amended as follows:

When an injury occurs, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after the injury comes to the knowledge of the executive responsible for insurance. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the insured and of available witnesses.

## AMENDING CONDITION NO. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than sixty days thereafter such cancellation shall be effective."

## FAILURE TO DISCLOSE HAZARDS EXISTING ON EFFECTIVE DATE OF POLICY

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured. with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name. S LIBERTY MUTUAL INSURANCE COMPANY D LIBERTY MUTUAL FIRE INSURANCE COMPAN

10144 1

Dua & Dooman In

Countersigned by..... Effective Date

AUTHORIZED REPRESENTATIVE

Countersigned by ....

AUTHORIZED REPRESENTATIVE

Audit Basis Premium S For attachment to Policy or Bond No. LG1-121-010461-184R

Expiration Date

Endorsement Serial No. 5

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## KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 39 of 50

#### PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the nemed insured as follows:

#### 1. COVERAGE P -- PERSONAL INJURY LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **dameges** because of **personal injury**, and the company shall have the right and duty to defend any suit against the **insured** seeking **demeges** on account of such **personal injury**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions: This coverage does not apply to personal injury arising out of:

(a) acts committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or agreement;

(c) odvertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

(d) discrimination which is unlawful or which is committed by or at the direction of the insured.

#### II. COVERAGE P -- LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal lineary liability stated in the schedule as "general aggregate." Subject to the above provision respecting "general aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

#### III. COVERAGE P --- POLICY PERIOD; TERRITORY

This policy also applies to **personal injury** which occurs during the policy period within the **policy territory**; provided, however, that **personal injury** arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### IV. COVERAGE P --- DEFINITIONS

"demoges" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intengible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

	Schedule		
Limits of Liobility	5	500,000	general aggregate
	•		
Insured's Participation		0	per cent
22 1/2% of Operations B.I. Pre	mium	-	

#### Code 99980

F	Premium \$ Included in (	Composite Rates		
E		Expiration Date	LIBERTY MUTUAL	INSURANCE COMPANY
F	or attachment to Policy or Bond No.	LG1-121-010461-184R	<i>A A</i>	
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Work Units 1		Countersigned by	Authorized Rep	esentative	
L-G 2050 R1	issued	Sales Office and No.	End. Serial No.	4	
(1-1-74) LC LG LM LO	Printed USA				

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A - BODILY INJURY LIABILITY

#### COVERAGE B -- PROPERTY DAMAGE LIABILITY

## CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

#### (All Written Contracts Except Incidental Contracts)

#### It is agreed that:

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#### I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the normed insured under an insured contract, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the indemnitee which the named insured is required to defend by the specific terms of an insured contract, but only to the same extent and on the same terms as if the indemnitee were the insured under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks damages for which the indemnitee is legally entitled to indemnification under the insured contract, (2) the policy covers such damages and (3) the applicable limit of the company's liability with respect to such damages has not been exhausted by payment of judgments or settlements.

#### II. EXCLUSIONS

All exclusions, including exclusion (g), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (d) and (j). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the nomed insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an insured contract, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change arders, designs or specifications, or (2) the giving or foilure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary cause of the badily injury or property damage.
- (3) to only agreement (a) to pay for property damage to property owned by, rented to or used by the indemnitee arising out of operations performed for the named insured by the indemnitee or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the named insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or similar law or (e) if the indemnitee is on employee of the named insured, to pay on behalf of or to indemnity the indemnitee with respect to bodily injury sustained by a fellow employee arising out of and in the course of his employment by the named insured.

#### III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

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"indemnitee" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract made prior to the occurrence giving rise to the bodily injury or property demage with respect to which indemnification is claimed, but insured contract does not include (1) an incidentel contract, (2) a warranty of fitness or quality of the nemed insured's products or (3) a warranty that work performed by or on behalf af the named insured will be done in a workmanlike manner.

#### IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent, provided the company is entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

#### V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—and under Coverage B— Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all property damage for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the memod insured.

L-G2045 (1/1/73) LC LG LM LO Poge 1 of 2 Case 24-32428-KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 41 of 50

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Effective Date	in Composite Rate Expiration Date Bond No. LG1-121-010461-184R	LIBERTY MUTUAL INSURANCE COMPANY Braz E. Donne Trank L. Tourell
Work Units 1	Countersigned b	Y

 1 Authorized Representative

 L-G2045 (1/1/73)
 Issued

 Sales Office and No.
 End. Serial No.

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## KLP Doc 86-42 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 42 Page 42 of 50

## AMENDATORY ENDORSEMENT

It is agreed that Item 1, Named Insured, is amended to include **Contraction Management**, but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

1014a G

Oluce &

Countersigned by\_

AUTHORIZED REPRESENTATIVE Expiration Date Countersigned by.

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$

For attachment to Policy or Bond No. LG1-121-010461-184R Issued to

Endorsement Serial No. 2

Work Units 1-

Issued

Sales Office & No.

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Name of Insured Endorsement - Item 1

Hopeman Brothers Inc., Hopeman Manufacturing Corporation,

This endorsement is executed by the company below designated by an entry in the box opposite its name.

1014 U. E. 6 L. Sau

Aug E. K

AUTHORIZED REPRESENTATIVE

Countersigned by \_\_\_\_\_

AUTHORIZED REPRESENTATIVE

--Countersigned by\_ Expiration Date

Effective Date Audit Basis Premium \$

For attachment to Policy or Bond No. LG1-121-010461-184R Issued to

Endorsement Serial No. 1

Work Units I -

Issued

Sales Office & No.

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## CHANGE OF NOTICE OF ANNUAL MEETING AND FACSIMILE SIGNATURE

The notice of annual meeting in the policy is replaced with the following:

The annual meetings are held at its home office, Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

The facsimile signature of Melvin B. Bradshaw is hereby substituted for the facsimile signature of Frank L. Farwell wherever it may appear in this policy or in any endorsement issued to form a part hereof.

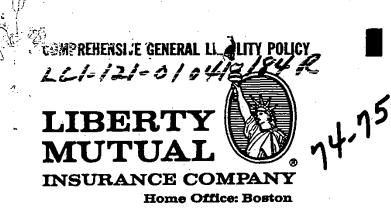
Buea E. Sooman Melvin B. Bradelow

SECRETARY

PRESIDENT

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FOR PROMPT INSURANCE SERVICE - CALL YOUR SERVICE OFFICE

#### (A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

COVERAGE A-BODILY INJURY LIABILITY

#### COVERAGE B-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A. bodily injury or

Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

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This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

- c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

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- (1) any watercraft owned or operated by or rented or loaned to any insured, or
- (2) any other watercraft operated by any person in the course of his employment by any insured;

THIS POL A IS CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - (1) liability assumed by the insured under an incidental contract, or
  - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
  - as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes.
  - if such liability is imposed
  - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
     (ii) by reason of the selling, serving or giving of any alcoholic
  - (iii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

 to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of

obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

#### (k) to property damage to

- (1) property owned or occupied by or rented to the insured,
- (2) property used by the insured, or
- (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apoly with respect to

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> property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

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- to property damage to premises alienated by the named insured arising out of such premises or any part thereof; 0
- (m) to loss of use of tangible property which has not been physi-cally injured or destroyed resulting from
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
  - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tan-gible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising
- out of such products or any part of such products; to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in (0) connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

### SUPPLEMENTARY PAYMENTS

- The company will pay, in addition to the applicable limit of liability:
- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- expenses incurred by the insured for first aid to others at the (c) time of an accident, for bodily injury to which this policy applies;
- reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or de-fense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

### PERSONS INSURED

Ш Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and



- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - an employee of the named insured while operating any (i) such equipment in the course of his employment, and

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(ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization:

provided that no person or oganization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property dam**-age arising out of the conduct of any partnership or joint venture joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

#### LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of **bodily** injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B-The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not ex-ceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence" the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as 'aggregrate''

- (1) all property damage arising out of premises or operations rated remuneration basis or contractor's equipment rated o receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage in-cluded in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liabil-ity is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include prop-ety damage arising out of maintenance or repairs, at premises owned by or rented to the named insured or structural altera-tions at such premises which do not involve choosing the size
- tions at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

PAGE 2

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Coverages A and 8—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### POLICY TERRITORY

This policy applies only to bodily injury or property damage which occurs within the policy territory.

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When used in this policy (including endorsements forming a part hereof) :

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the named insured under the contract have been completed.
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations bazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stainway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability; • · .

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not selfpropelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-intransit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment;

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"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or property damage neither expected nor intended from the standpoint of the imsured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products haxard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

#### CONDITIONS

**Premium** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

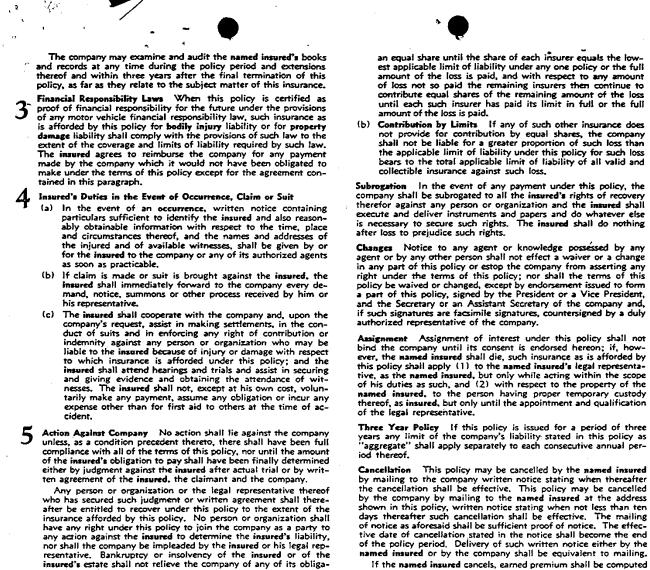
Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

PAGE 3

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If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation,

Declarations By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The 13 policyholder is a member of the company and shall participate, to 13 the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Buc E. Doorman

the existence of such other insurance.

tions hereunder.

below;

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Other Insurance The insurance afforded by this policy is primary

insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is pri-

many and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount

of the company's liability under this policy shall not be reduced by

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion

of the loss than that stated in the applicable contribution provision

(a) Contribution by Equal Shares If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes

PAGE 4 (See Page 5)

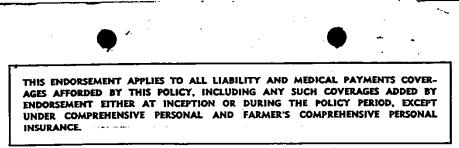
Trank L. Farwell

PRESIDENT

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#### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

#### It is agreed that:

I. The policy does not apply:

- A. Under any Liability Coverage, to bodily injury or property damage
  - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Asso-ciation of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
  - the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in apent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.
- 11. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "apecial nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor:

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; 'nuclear facility'' means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to con-tain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK--It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York-Motor-Vehicle Financial Security Act.

LIBERTY MUTUAL INSURANCE COMPANY

Muce E. Doorman SECRETARY

Trank L. Farmel

PERSIDENT

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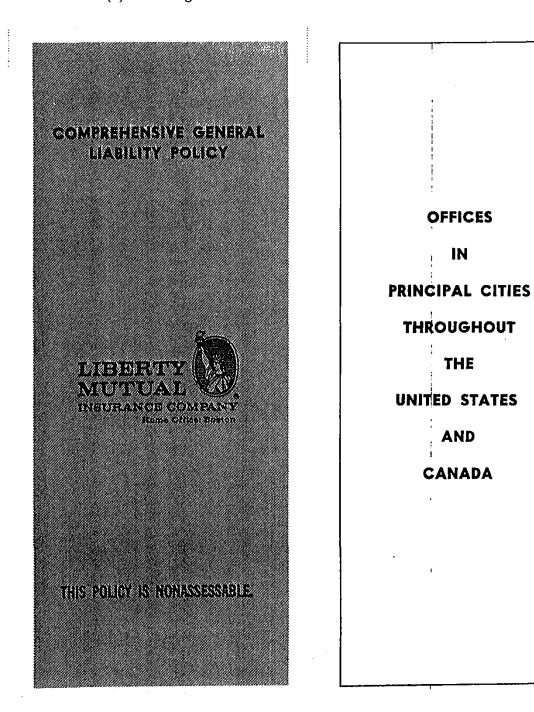
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	SHORT	RATE CAN		ON TABLE
	_	Per Cent	•	Per Cent
[	Days Policy	of One Year	Days Policy	of One Year
	In Force	Premium	In Force	Premium
{	12	· · · 5	154-156 157-160	53
ļ	3-4	7	161-164	55
ļ	5-6 7-8	8	165-167	<u>56</u> 57
	<b>7</b> 9–10	10	168-171 172-175	58
	11- 12 18- 14	$11 \\ 12 \\ 12 \\ 12 \\ 12 \\ 12 \\ 12 \\ 12 \\$	176-178 179-182	(6 mos.) 60
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2	80- 82 (3	1 mo.) 19	206-209 210-214	(7 mos.) 67
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	63- 65	28	251-255 256-260 261-264	76
	66- 69 70- 78	30	261-264	78
	74- 76 77- 80	31	260-269	(9 mos.) 80
	81- 83		274-278	81
	84- 87 88- 91 (	34 8 mos.) 85	279-282 283-287	· · · 82 · · · 83
	92- 94	36	288-291	84
	95 98 99-102		292-296 297-301	85
	103-105		802-305	(10 mos.) 87
	106-109 110-118	· · · 40 · · · 41	806-310 811-314	· · · 88
	114-116	42	811-314 815-319 820-323	90
	117-120 121-124 (*		824-828	92
- 1 <b>-</b> -	107 108	45	829-832	(11 mos.) 94
	132-135	47	838-342	95
	136-188 139-142	48	843-346 847-351	· · · 96 · · · 97
1	148-146	60	852-355 856-360	98
	147-149 150-158 (	5 mos.) 52	861-365	(12 mos.) 100
•	months or	less, the abo	Ve table ap	piles, If the
-	months, the	earned pren		be determined
	as for a p	olloy written	for a term	of one year,
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	provisions	(1) and (2) l	o obtain ear	the for twelve opplies. If the base transmined nual promium of one year, he full policy culate the pro of the ratio of the policy has e beyond one naily written. sordance with rred premium flect.
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DECLARATIONS



## COMPREHENSIVE GENERAL LIABILITY POLICY

SALES OFFICE SALES REPRESENTATIVE C00 IST YEAR CODE POLICY NO. TD CODE LG1- 121-010461-185R 6463 2 33/0 NY 37 Morotti Named Insured Item 1. Hopeman Brothers Inc. and as per End. No. 1 Address c/o Fred S. James & Co. of New York Inc., 55 Water St., New York, NY 10041 The named insured is: Individual [], Partnership [], Corporation [x], Other [] -Business of named insured is: Contracting Day Year 1 75 to Later 1 76 Policy Period: From Item 2. 12:01 A.M., standard time at the address of the named insured as stated herein. Audit Basis: At Expiration 🗍, Annual 📋, Semi-Annual 📋, Quarterly 🖾, Monthly 📋, Flat Charge 🗌 İtem 3. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto. COVERAGES LIMITS OF LIABILITY ADVANCE PREMIUMS 500,000 \$ each occurrence A - BODILY INJURY LIABILITY \$ aggregate 500,000 \$ each occurrence 250,000 **B** - PROPERTY DAMAGE LIABILITY \$ 250,000 aggregate MINIMUM PREMIUMS: Bodily Injury Liability erty Dama Liability TOTAL ADVANCE PREMIUM S Computation of Premiums Item 4. Advance Premiums Premium Base Rares Classification and Bodily Code Property Damage l njury Liability Locations No. Liability Bodily Injury Liabilit Property Damage Liability 328 Code 326 🗔 327 5 See Schedules Attached The policy, including all endorsements issued therewith, is hereby countersigned by a filed Representative Work Units Typed Periodic Payment Rating Basis Audit Basis Home State Pol. H G Renewal of Accounting Entry N GA NR C <u>1-10 pt 2-18-7</u> s. LGI-121-010461-184k Dividend for Exp. Period GPO 2846 R1 (1/1/74) Printed in U.S.A. EXHIBIT

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General Liability Hazards

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## Item 4. Declarations -- Schedule --

General Liability Hazards

	PREMIUM BASE	<del> </del>	uns		E L'REMIUM
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## Item 4. Declarations Schedule ----General Liability Hazards

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Item A. Declarations - Schedule -General Liability Hazards

	PREMIUM BASE		RADS			
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	PREMIUM BASE		ADVANCE PREMI
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This endorsement modifies such insurance as is afforded by the policy relating to the following: Coverage B - Property Damage Liability

It is agreed that with respect to the property described in this endorsement, exclusion (k) of the policy is inapplicable, subject, however, to all of the other provisions of the policy not expressly modified by this endorsement and the following additional provisions:

- 1. This insurance does not apply to injury to or destruction of the described property while in transit.
- This insurance does not apply to liability arising from errors or mistakes in design, plans or specifications committed by the <u>insured</u> or any subcontractor of the <u>insured</u>.
- 3. This insurance shall not apply to that portion of any loss with respect to which the <u>insured</u> has any other insurance whether on a primary, excess or contingent basis or would have such insurance but for the existence of the policy.
- (a) The company's obligation under this endorsement to pay <u>damages</u> on behalf of the <u>insured</u>, as the result of one <u>occurrence</u> applies only to the amount of <u>damages</u> in excess of \$1,000.
  - (b) The terms of the policy including those with respect to (1) the company's rights and duties with respect to the defense of suits and (2) the <u>insured's</u> duties in the event of any <u>occurrence</u> apply irrespective of the application of the deductible amount.
  - (c) The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, of the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Policy No. LG1-121-010461-185 L-G2042 (1-1-73)

Endorsement No. 28

Page 1 of 2

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## Amendatory Endorsement

It is agreed that Endorsement No. 6, Exclusion (All Hazards in Connection with Designated Premises) is hereby eliminated from the policy.



This endorsement is executed by the company below designated by an entry in the box opposite its minit

Prezidiam \$		XELEPHTY MUTUAL INSURANCE COMPANY
Etternee Date 1-1-75	Experision Date 1-1-76	[] LIBERTY MUTUAL FIRE INSURANCE COMPANY
For attachment to Policy or Bond Ne	JG1-121-010461-185 TD	33/0 4 4
Audit Basis 4		Bur E. Doomen Melen & Bedden
issued to Hopeman Brothe	rs Inc., Etal.	
Werk Units ) ~		R.D. Narmon
<u></u>	Countersigned t	Authorized Representative

Issued bm 7-2-75 Sales Office and No. 220

End. Serial No. 27

Form 102

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## PREMIUM DISCOUNT ENDORSEMENT

#### (Automobile and General Liability Insurance)

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

- 1. The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
- 2. The following elements of the Total Standard Premium are not subject to discount:
  - (a) Any premium for insurance in the state of Louisiana;
  - (b) Any premium for Automobile Liability insurance in the Commonwealth of Massachusetts,
  - (c) Any premium subject to retrospective rating.
- 3. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
- 4. The provisions of this endorsement also apply with respect to the policies designated below:

POLICY NUMBERS

AE1-121-010461-165

ESTIMATED STANDARD PREMIUM (Hopeman Brothers Inc.)

This entitiesement is executed by the company below designated by an entry in the box opposite its name

Premium S		GLIBERTY MUTUAL INSU	BANCE COMPANY
trective Clare	Expiration Date	LIBERTY MUTUAL FIRE	INSURANCE COMPANY
for attachment to Policy or Bond No	LG1-121-010461-185R	1 1	
Audit Basis		Bur E. Some	mi peri
issued to		Seine the	mistorer
Work Linits 1	_		

		Countersigned by	Authorized Representative
<b>2280 R1</b> 12/1/73	Issued	Sales Office and No	End. Serial No. 26

## Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 10 of 43

This endorsement modifies such incurance as is afforded by the provisions of the policy relating to the following:

> ALL INSURANCE EXCEPT TO THE EXTENT OTHERWISE SPECIFICALLY STATED BELOW OR IN THE POLICY

## COMPOSITE RATING PLAN

e.

It is agreed that: I = AII premiums for this policy shall be computed on the following basis:

Per \$1,000 Sales

If under Coverage B --- Property Damage Liability -- an aggregate limit withe company's liability applies with respect to promises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis such aggregate limit applies to all premises, operations and contractor's equipment rated on the basis set torth in paragraph. It chose.

LIBERTY MUTUAL INSURANCE COMPANY

acurel Manb ۲. ۷

PRESIDENT SECRETARY

L-G6003 (10-1-66)

to Policy No. LG1-121-010461-185R

Premium \$

issued to

. Heative Date

A set Basis For attachment

Countersigned by

Endorsement Serial No. 25

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### Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 11 of 43

# GENERAL LIABILITY

# CANCELLATION PROVISION

# (GEORGIA)

In the event of cancellation of the insurance afforded by the policy the company agrees to mail 15 days prior written notice of such cancellation to the named insured at the address shown in the policy.

It is further agreed that the provisions of this endorsement do not apply when the policy is cancelled for non-payment of premium or has been in effect for less than sixty days.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium S Effective Date For attachment to Philos or Boni Audit Basis Issued to	Exercision Date n No. IG1-121-010461-185R	AUBERTY MUTUAL INSURANCE COMPANY DEBERTY MUTUAL FIRE INSURANCE COMPANY Buck & Bornan Malue & Buller
Work Units 1 -	Countersigned by	Authorized Representative
L-G 5026 Issued (7-1-73)	Sales Office and No	End. Seriał No. 24

ST. PIERRE (HBI) -686

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#### Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 12 of 43

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE STOREKEEPER'S INSURANCE

# CONTAMINATION OR POLLUTION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is deleted.

This endorsement applies only with respect to operations or occurrences in:

Maryland
New Hampshire
North Carolina
Vermont

Premium \$			
Effective Date	Ex	piration Date	LIBERTY MUTUAL INSURANCE COMPANY
For attachment to Poli	cy or Bond No. LG	1-121-010461-185R	
Audit Bosis			Buc & Bornen Trans L. Taunell
Issued to			Substant Presses
Work Units 1 -		Countersigned by	Authorized Representative
	Issued	Sales Office and No.	End. Serial No. 23
<b>ISO G521 ED1</b> (1-1-73)	Providence U S A		
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# Amendatory Endorsement - Notice

(Texas)

As respects bodily injury liability coverage and property damage liability coverage, unless the company is prejudiced by the insured's failure to comply with the requirement, any provision of this policy requiring the insured to give notice of action, occurrence or loss, or requiring the insured to forward demands, notices, summons or other legal process, shall not bar liability under this policy.

this endorsement is executed by the company below designated by an entry in the box opposite its name

Premium \$		S LIBERTY MUTUAL INSU	RANCE COMPANY
Effective Date	Expiration Date	LIBERTY MUTUAL FIRE	
For allachment to Policy or Bond	LG1-121-010461-185R		
Audit Basis		Aura E. Some	And and
Issued to		HORTAN	

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Countersigned by

ISO-G525 (5-1-73)

Issued

Sales Office and No.

End. Serial No. 22

Authorized Representative

## Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 14 of 43

# PREMIUM DISCOUNT ENDORSEMENT - TEXAS (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

- Texas General Liability Standard Premium. Such premium pertaining to Texas computed in accordance with the provision of the policies designated in paragraph 5 hereot, other than this endorsement and exclusive of the application of any rema-spective roting plan, shall be known as the Texas General Liability Standard Premium.
- 2. Total Standard Premium for All States. The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

3. Premium Discount - Texas.

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- (a) For policy periods of one year or less. The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
- (b) For policy periods of more than one year The Texas General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Table of "Texas Premium Discounts (General Liability", apposite the average annual total standard premium for the policies which shall be determined by dividing the Tatal Standard. Premium for the policy period by the term of said policies in years and fractions thereaf.
- (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference netween (1) the discount determined by applying to the Texas. General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference netween (1) the discount determined by applying to the Texas. General Liability Standard Premium and (2) the discount determined by applying to that participation of the Texas General Liability Standard Premium which (1) the discount determined by applying to that participation of the Texas General Liability Standard Premium which (1) the discount determined by applying to that participation of the Texas General Liability Standard Premium which (1) the discount determined by applying to that participation of the Texas General Liability Standard Premium which (1) the discount determined by applying to that participation of the Texas General Liability Standard Premium which (1) the discount determined by applying to that participation of the Texas General Liability Standard Premium which (1) the discount determined by applying to that participation of the Texas General Liability Standard Premium which (1) the discount determined by applying to that participation of the Texas General Liability Standard Premium which (1) the discount determined by applying to that participation of the Texas General Liability Standard Premium which (1) the discount determined by applying to that participation of the Texas General Liability Standard Premium which (1) the discount determined by applying to that participation of the Texas General Liability Standard Premium which (1) the discount determined by applying to that participation of the Texas General Liability Standard Premium (1) the discount determined by applying to that participation (1) the discount determined (1) the is subject to retrospective rating.

# TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES

### (General Liability)

Totat Standard Premium See Notek	Premium Discount Per- tentage Applicable! to Texas Generai Liabrily Slandard f Premium	Total Standard Premium (See Note)	Premium Ciscount Per- centage Applicable to Tenas Generat Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicatien to Texas General Liability Standard Premium	Tota Standard Premium See Note	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
51 000 2007 1021 1035 049	(2) .0% .1 .2 .3 .4	(1) \$1,486 1,516 1,547 1,579 1,613	(2) 2.5% 2.6 2.7 2.8 2.9	(1) 52,942 3,062 3,192 3,334 3,489	(2) 5.0% 5.1 5.2 5.3 5.4	55,924 6,000 6,079 6,79 6,79 6,242	(2) 7.5% 7.6 7.7 7.3 7.9
764 780 795 112 128	5 6 .7 .8 .9	1.649 1.686 1.725 1.765 1.808	3.0 3.1 3.2 3.3 3.4	3,659 3,847 4,055 4,286 4,546	5.5 5.6 5.7 5.8 5.9	6 327 6.414 6.504 6.396 6.397	3.0 8.1 8.2 8.3 3.4
146 63 32 1.200 220	1.0 1.1 1.2 1.3 1.4	1.852 1.899 1,949 2,000 2,055	3.5 3.6 3.7 3.8 3.9	4,839 5,028 5,082 5,139 5,196	6.0 6.1 6.2 6.3 6.4	6,789 6,903 6,903 7,210 7,210	8.0 9.0 9.0 9.0 8.0 8.0
1,240 1,261 1,283 1,305 1,328	- 1.5 1.6 1.7 1.8 1.9	2,1143 2,174 2,239 2,308 2,381	4.1 4.2 4.3 4.4	5,255 5,315 5,376 5,439 5,503	0.5 6.6 6.7 6.8 6.9	7.313 7.440 7.561 7.686 7.816	9.0 9.1 9.2 9.3 9.4
1 352 1 377 1 402 1 429 1 457	2.0 2.1 2.2 2.3 2.4	2,460 2,543 2,632 2,728 2,831	4.5 4.6 4.7 4.8 4.9	5,569 5,637 5,706 5,777 5,850	7.0 7.1 7.2 7.3 7.4	7,949 8,087 8,231 8,379 8,533	9.5 9.6 9.7 9.8 9.9

(Continued on page 2)

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Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Lisbrility Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (Seo Note)	Premium Discount Por- centa ge Applicable to Texas General Lisbility Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1) \$ 8,692 8,858 9,030 9,208 9,394	(2) 10.0% 10.1 10.2 10.3 10.4	(1) \$25,136 26,572 28,182 30,000 30,325	(2) 13.5% 13.6 13.7 13.8 13.8 13.9	(1) \$45,610 46,364 47,143 47,143 47,949 48,783	(2) 17.0% 17.1 17.2 17.3 17.4	(1) \$105,850 110,000 114,490 119,362 124,667	(2) 20.5 % 20.6 20.7 20.8 20.9
9,588 9,790 10,000 10,220 10,450	10.5 10.6 10.7 10.8 10.9	30,656 30,995 31,341 31,695 32,058	14.0 14.1 14.2 14.3 14.4	49,647 50,541 51,468 52,430 53,429	17.5 17.6 17.7 17.8 17.9	130,466 136,830 143,847 151,622 160,286	21.0 21.1 21.2 21.3 21.4
10,690 10,942 11,205 11,482 11,773	1.0 11.1 11.2 11.3 11.4	32,428 32,808 33,196 33,593 34,000	14.5 14.6 14.7 14.8 14.9	54,467 55,545 56,667 57,836 59,053	18.0 18.1 18.2 18.3 18.4	170,000 180,968 193,449 207,778 224,400	21.5 21.6 21.7 21.8 21.9
12,078 12,400 12,740 13,099 13,479	11.5 11.6 11.7 11.8 11.9	34,418 34,845 35,284 35,733 36,194	15.0 15.1 15.2 15.3 15.4	60,323 61,649 63,034 64,483 66,000	18.5 18.6 18.7 18.8 18.9	243,913 267,143 295,263 330,000 374,000	22.0 22.1 22.2 22.3 22.4
13,881 14,308 14,762 15,246 15,763	12.0 12.1 12.2 12.3 12.4	36,667 37,153 37,652 38,164 38,690	15.5 15.6 15.7 15.8 15.9	67,591 69,260 71,013 72,858 74,800	19.0 19.1 19.2 19.3 19.4	431,535 500,000 Over 500,000	22.5 22.5
16,316 16,910 17,548 18,236 18,980	12.5 12.6 12.7 12.8 12.9	39,231 39,783 40,360 40,949 41,556	16.0 16.1 16.2 16.3 16.4	76,850 79,015 81,305 83,732 86,308	19.5 19.6 19.7 19.8 19.9		
19,788 20,667 21,628 22,683 23,847	13.0 13.1 13.2 13.3 13.4	42,181 42,825 43,489 44,174 44,880	16.5 16.6 16.7 16.8 16.9	89,048 91,968 95,085 98,422 102,000	20.0 20.1 20.2 20.3 20.4		

#### TEXAS PREMIUM DISCOUNT PERCENTAGES . Continued TABLE

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NOTE: For premium not shown use the value for the next lower premium stated in the table. If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 22.5% for the first \$500,000 and 23.1% for the portion over \$500,000.

5. Estimated Standard Premium Policy Numbers Premium \$ Effective Date Expiration Date LIBERTY MUTUAL INSURANCE COMPANY For attachment to Policy or Bond No IG1-121-010461-185R Audit Basis Aug & Don mili - 8 budden issued to ----------- ------ ------ -- ---Work Units 1 -Issued Sales Office and No. End. Serial No. 21 Form L-G-5023 (Texas) (10/1/69) LC LG LM LO Page 2 Printed In U.S.A والمراجعة والمحاجبين المحاج المراجع

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# AMENDMENT OF CANCELLATION CONDITION (Michigan)

It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

. .

This policy may be cancelled by the **named insured** by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at his address fast known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

Premium \$ Fifective Dure		t xpiration Date	LIBERTY MUTU	AL INSURANCE COMPANY
For attachment to Policy o Audit Basis <sup>111</sup> Issued To	≫ Bond No _LC	51-121-010461-185R	- Bur E. Some	- Mahin & Graddan
Wert Units 1		Countersigned by	Authorized Reg	
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ST. PIERRE (HBI) -691

# Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 17 of 43

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

Coverage A-Bodily Injury Liability

Coverage B-Property Damage Liability

## MOBILE EQUIPMENT

# (Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to bodily injury and property damage arising out of the ownership, maintenance, use loading or unleading of any mobile equipment with respect to which insurance is required of the named insured under the Massachulatts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

- 1 Except to the extent provided in paragraph 2, below, the insurance afforded by this policy does not apply either on a primary or excess basis to bodily injury or property damage with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the named insured.
  - If the only liability insurance applicable with respect to such **bodily injury** under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to **bodily injury** arising out of the operation or use of the **mobile equipment** other than solely for the purposes of transportation or locomotion.

Etherive Date For attachment to Pole Audit Basis Hspett to	ry or Band No	2-0001000 (Jate LG1-121-010461-185R	LIBERTY MUTUAL INSURANCE COMPANY Bure & Bornan Mala & Ballan	
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# Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 18 of 43

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# ACTION AGAINST COMPANY AMENDMENT (Massachusetts)

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It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Sumpany Condition shall not apply to any right of impleader under Section 48 of Chapter 231 of the General Laws of Massachusetts "Chapter 696, Acts of 1964.

Compound \$			
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# Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 19 of 43

# AMENDATORY\_ENDORSEMENT

# It is agreed that Exclusion (h) is hereby

eliminated from the policy.  $\sqrt{2}$ 

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium 5 Included Effective Date	l in Compo	Osite Rate Expiration Date	<ul> <li>W LIBERTY MUTUAL INSURANCE COMPANY</li> <li>LIBERTY MUTUAL FIRE INSURANCE COMPANY</li> </ul>
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Countersigned by Authorized Representation Authorized Representation Issued Sales Office and No. End. Serial No. 17

Form 102

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### Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 20 of 43

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

> COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

# INCIDENTAL MALPRACTICE ENDORSEMENT

# It is agreed that:

- 1 The definition of "bodily injury" is amended to include intury arising out of the rendering of or failure to render professional services by any physician, centist or nurse while employed by the named insured to provide such services.
- 2. Exclusion (1) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

**Rating Schedule** 

Code

00111

No.

Physicians		80111	,	
Dentists		80210		
Nurses	1	80998		

Rate

Total Premium \$.....

Premium

Effective Date	in Composite Rates Expiration Date		LIBERTY MUTUAL	INSURANCE COMPANY
For attachment to Policy of Audit Basis	or Bond No 1G1-121-010461-185R	-	Bur E. Borna	A- ( ) A - (
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Authorized Representative

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# Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 21 of 43

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COVERAGE A - BODILY INJURY LIABILITY COVERAGE B - PROPERTY DAMAGE LIABILITY COVERAGE P - PERSONAL INJURY LIABILITY

> ADDITIONAL INSURED (Employees)

It is agreed that the "Persons Insured" provision is amonded to include any employee of the named insured while acting within the scope of his duries as such, but the insurance afforded to such employee does not apply.

- to bodily injury or personal injury to (a) another employee of the named insured crising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
- 2. to property damage to property twined included or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereat.

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# Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 22 of 43

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A - BODILY INJURY LIABILITY

COVERAGE 8 -- PROPERTY DAMAGE LIABILITY

#### ADDITIONAL INSURED (Vendors - Brood Form)

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an **insured**, but only with respect to the distribution or sale in the regular cause of the vendor's business of the **named insured's products** subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:,

for any express warranty unauthorized by the named insured;

(b) bodily injury or property damage arising out of

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- (i) any physical or chemical change in the form of the product made intentionally by the vendor,
- (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container.
- (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendar's premises in connection with the sale of the product, or
- (iv) products which after distribution or sale by the **named insured** have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2. The insurance does not apply to any person or organization, as **insured**, from whom the **nomed insured** has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

\$ Included in Com	posite Rates	
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### Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 23 of 43

# RETROSPECTIVE PREMIUM ENDORSEMENT - PLAN (D) Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement --- Plan\_\_\_\_ D\_\_\_\_ forming a part of policy WC1-121-010461-175

Effective Date	-	Expiration Date	LIBERTY MUTUAL INSURANCE COMPANY
For attachment to Policy -	or Bond No	LG1-121-010461-185R	0 1
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			Authorized Representative
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# Case 24-32428-KLP

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# AMENDATORY ENDORSEMENT - Other Insurance

It is agreed that endorsed provisions excluding any job insured by another carrier shall no longer apply when such other insurance on that job has been terminated.

It is further agreed that the insured shall advise the company as soon as practical of such termination of such other insurance but failure to do so through error or oversight shall not invalidate the terms of this endorsement.

This endorsement is executed by the company below designated by an entry in the box opposite its name. St LIBERTY MUTUAL INSURANCE COMPANY II LIBERTY MUTUAL FIRE INSURA

LG1-121-010461-185R

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□ LIBERTY MUTUAL FIRE INSURANCE COMP. Duce E. Dooman

Countersigned by

AUTORIZED REPRESENTATIVE Expiration Date

Countersigned by.....

AUTHORIZED REPRESENTATIVE

Effective Date Audit Basis Premium \$

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Endorsement Serial No. 12

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# Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Exhibit(s) 43 Page 25 of 43 Case 24-32428-KLP Desc

# RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2045
Interpretation of Notice of Accident Condition	102
Deductible Care, Custody and Control Coverage	102

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Effernive Date		Expiration Date	LIBERTY MUTUA	AL INSURANCE COMPANY
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# Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 26 of 43

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE B - PROPERTY DAMAGE LIABILITY

# REAL PROPERTY - LIABILITY - FIRE

It is agreed that the Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured and described in this endorsement, including fixtures permanently attached thereto, if such property damage arises out of fire, subject to the following additional provisions:

 All of the exclusions of the policy are deleted and replaced by the following:

> This insurance does not apply to liability assumed by the insured under any contract or agreement.

 The limit of liability stated in this endorsement applies separately to the insurance under this endorsement and is in lieu of any other limit of liability stated in the policy.

> Description of Property

Limit of Liability Rate (per **for Limit**)

Premium

all non owned premises \$ 250,000 each occurrence occupied by the named insured

included in composite rate

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$	Included i	n Composite	Rate	🔼 LISERTY MUTUAL	INSURANCE C	OMPANY
Effective Date		Expiration	Date	LIBERTY MUTUAL		
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# WATERCRAFT EXCLUSION

It is agreed that Exclusion (e) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Effective Date	Included	in	Comp	osite Exprand			CUBER UIBER	-					
For attachmen Audit Basis Issued to	t to Pulicy or	Bond –	No.	LG1-12	1-010461-185	R 	- Sui	£. Á	9 9700 an	/	m	. 8 0	haddaa 
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#### Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 28 of 43

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

# COVERAGE A - BODILY INJURY LIABILITY COVERAGE B --- PROPERTY DAMAGE LIABILITY

COVERAGE P --- PERSONAL INJURY LIABILITY

#### FOREIGN COVERAGE ENDORSEMENT

# It is agreed that:

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#### ( POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4);

(4) unywhere in the world, except with respect to loss orising out of foreign based operations of the named insured. As used herein "fareign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America. its territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

#### II INVESTIGATION; DEFENSE; SETTLEMENT -- FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

#### III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance offorded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

> Code 15192

Premum S Included in Co	mposite Rates		
Effective Date	a korration. Date	LIBERTY MUTUAL	INSURANCE COMPANY
For attachment to Policy or Bond No.	LG1-121-010461-185R	1 1	•
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Insued to		SECRETARY	raision
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# Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 29 of 43

This endorsement modifies such insurance as is afforded by the policy relating to the following:

Coverage B - Property Damage Liability

DESCRIBED PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

It is agreed that with respect to the property described in this endorsement, exclusion (k) of the policy is inapplicable, subject, however, to all of the other provisions of the policy not expressly modified by this endorsement and the following additional provisions:

- 1. This insurance does not apply to injury to or destruction of the described property while in transit.
- This insurance does not apply to liability arising from errors or mistakes in design, plans or specifications committed by the <u>insured</u> or any subcontractor of the <u>insured</u>.
- 3. This insurance shall not apply to that portion of any loss with respect to which the <u>insured</u> has any other insurance whether On a primary, excess or contingent basis or would have such insurance but for the existence of the policy.
- (a) The company's obligation under this endorsement to pay <u>damages</u> on behalf of the <u>insured</u>, as the result of one <u>occurrence</u> applies only to the amount of <u>damages</u> in excess of <u>\$1,000</u>.
  - (b) The terms of the policy including those with respect to (1) the company's rights and duties with respect to the defense of suits and (2) the <u>insured's</u> duties in the event of any <u>occurrence</u> apply irrespective of the application of the deductible amount.
  - (c) The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the <u>named insured</u> shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Policy No. LG1-121-010461-185R L-G2042 (1-1-73)

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Endorsement No. 7 Page 1 of 2

# Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 30 of 43

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5. The total limit of the company's liability for all <u>damages</u> because of injury to or destruction of property covered under this endorsement is \$ 25,000.

# Described Property

Blanket Coverage for any property deemed to be in the insureds care, custody or control.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Comp Effective Date	Osite Rate Expiration Date	CLIBERTY MUTUAL INSURANCE COMPANY
For attachment to Policy or Bond No. Audit Basis – Issued to	LG1-121-010461-185R	Bur & Bornan - Milin & Budtan
L-G2042 (1-1-73)		
Work Units I -		
	Countersigned by	Autorized Representative
Issued	Sales Office and No	End. Serial No. 7
		Page 2 of 2

Form 102

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# EXCLUSION

#### (All Hazards in Connection with Designated Premises)

It is agreed that the insurance does not apply to bodily injury, personal injury or property damage arising out of

(a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;
(b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such

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premises; or

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(c) goods or products manufactured at or distributed from such premises.

# Description and Locotion of Promines

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Premium S				
Effective Date		Expiration Date	LIBERTY MUTUA	L INSURANCE COMPANY
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Issued to			54 CM2 74 84	1-04-C 10-0
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# Interpretation of Notice of Accident Condition

It is agreed that Condition 4 - Notice of Injury is amended as follows:

When an injury occurs, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after the injury comes to the knowledge of the executive responsible for insurance. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the insured and of available witnesses.

# AMENDING CONDITION NO. 11

It is agreed that the second sentence of cancellation condition 11 of the policy of which this endorsement is issued to form a part is amended to read as follows:

"This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than sixty days thereafter such cancellation shall be effective."

# FAILURE TO DISCLOSE HAZARDS EXISTING ON EFFECTIVE DATE OF POLICY

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name. S LIBERTY MUTUAL INSURANCE COMPANY 🔅 🗆 LIBERTY MUTUAL FIRE INSURANCE COMPA

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Auce &. Doorman Trank L.

Countersigned by ... Effective Date

AUTHORIZED REPRESENTATIVE Expiration Date

Countersigned by ....

AUTHORIZED REPRESENTATIVE

Audit Basis Premium S

For attachment to Policy or Bond No. LG1-121-010461-185R Issued to

Endorsement Serial No. 5

Work Units - -

Issued

Sales Office & No.

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# PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

### 1. COVERAGE P --- PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as demeges because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking demages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions: This coverage does not apply to personal injury arising out of:

(a) acts committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or agreement;

(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

(d) discrimination which is unlawful or which is committed by or at the direction of the insured.

#### II. COVERAGE P - LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all **damages** because of all **personal injury** to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of **personal injury** liability stated in the schedule as "general aggregate." Subject to the above provision respecting "general aggregate," the total limit of the company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the **insured**, such percentage of the loss shall be borne by the **insured**; provided the company may pay the **insured**'s portion of a loss to effect settlement of the loss, and, upon notification of the oction taken, the named insured shall promptly reimburse the company therefor.

#### III. COVERAGE P -- POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

## IV. COVERAGE P - DEFINITIONS

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"damages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or deformation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property demege,"

Schedule

	Limits of Liability	S	500,000	General acategose
	Insured's Participation		. 0	per cent
•	22 1/2% of Operations	B.I. Premium		
	Code 99980			
Effective Date	Included in Composite Expirate t to Policy or Bond No. IGL-12.	on Date		MUTUAL INSURANCE COMPANY
Work Units 1 -		Countersigned by	Auth	orized Representative
<b>L-G 2050 R1</b> (1–1–74) LC LG LM	Sued Profess LO USA	Sales Office and No.	End. Seri	al No. 4

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# Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 34 of 43

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

# COVERAGE A - BODILY INJURY LIABILITY

### COVERAGE B --- PROPERTY DAMAGE LIABILITY

# CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

#### (All Written Contracts Except Incidental Contracts)

#### It is opreed that:

# I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the named insured under an insured contract, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the indemnituse which the named insured is required to defend by the specific terms of an insured contract, but only to the same extent and on the same terms as if the indemnituse were the insured under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks damages for which the indemnites is legally entitled to indemnification under the insured contract, (2) the policy covers such damages and (3) the applicable limit of the company's liability with respect to such damages has not been exhausted by payment of judgments or settlements.

#### II. EXCLUSIONS

All exclusions, including exclusion (g), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (d) and (j). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the named insured or (b) operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional it the indemnitee is an architect, engineer or surveyor, to boilty injury or property damage drising but of any protessional services performed by or for the indemnitee, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming a part of an insured contract, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or analytications or insured out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or analytications of the indemnite the primary clause of the bodily instruct or sureast desages. or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.
- (3) to any agreement (a) to pay for property damage to property owned by, rented to or used by the indemnitee arising out of operations performed for the named insured by the indemnitee or (b) to pay any fines, penalties or liquidated damages or (c) to pay any amounts or benefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the named insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any carrier as his insurer may be held liable under any applicable workmen's compensation, unemployment compensation, disability benefits or simi-lar law or (e) if the indemnitee is an employee of the named insured, to pay on behalf of or to indemnity the indemnitee with respect to bodily injury sustained by a fellow employee arising out of and in the course of his employment by the named insured.

#### III ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitee" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract made prior to the occurrence giving rise to the bodily injury or property damage with respect to which indemnification is claimed, but insured contract does not include (1) on incidental contract, (2) a warranty of firness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmonlike manner.

#### IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent, provided the company is entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

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#### V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—and under Coverage B— Property Damage Liability—to "each occurrence" also include, respectively, ony liability assumed under an insured contract with respect to bodily injury or property domage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all property damage for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

L-G2045 (1/1/73) LC LG LM LO Poge 1 of 2

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If no entry appears herein the schedule is completed on the schedules forming a part of the policy and designated "General Lia Hazards." Classification Code Premium Bases Key Rates Advance Premium	١	l?		Sa	hequle				
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Countersigned by Authorized Representative

End. Serial No. 3

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# AMENDATORY ENDORSEMENT

It is agreed that Item 1, Named Insured, is amended to include **Construction Property**, but only with respect to Real Estate Management for Hopeman Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name. IBERTY MUTUAL INSURANCE COMPANY ILLIBERTY MUTUAL FIRE INSURANCE COMPA.

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Countersigned by ....

rsigned by\_.....

Countersigned by\_

AUTHORIZED REPROSENTATIVE

Effective Date Audit Basis

Premium **\$** For attachment to Policy or Bond No. LG1-121-010461-185R Issued to

AUTHORIZED REPRESENTATIVE

Expiration Date

Endorsement Serial No. 2

Work Units 1~

Issued

Sales Office & No.

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Name of Insured Endorsement - Item 1

Hopeman Brothers Inc.,			
	Wayne	Manufacturing	Corporation,
	<u>i</u> 		
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This endorsement is executed by the company below designated by an entry in the box opposite its name.

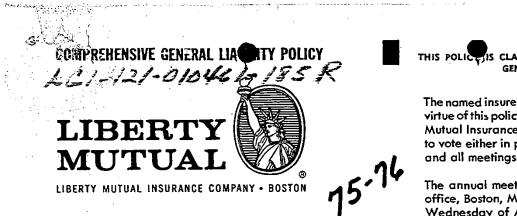
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FOR PROMPT INSURANCE SERVICE - CALL YOUR SERVICE OFFICE

# (A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

### COVERAGE A-BODILY INJURY LIABILITY

#### COVERAGE B-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

# Coverage A. bodily injury or

Coverage B. property damage

to which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

GPO 2841 Ed. 1 Protest

USA

(1/1/73)

LG

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured:

- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any watercraft owned or operated by or rented or loaned to any insured, or

(2), any other watercraft operated by any person in the course of his employment by any insured;

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THIS POLICE IS CLASSIFIED IN DIVIDEND CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'dock in the morning.

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gazes, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - (1) liability assumed by the insured under an incidental contract. Or
  - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
  - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes.
  - if such liability is imposed
  - by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
  - (iii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
  - but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of

obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

#### (k) to property damage to

- (1) property owned or occupied by or rented to the insured,
- (2) property used by the insured, or
- (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to

property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- (i) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
  - the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insurad;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physi-cal injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
  (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- to damages claimed for the withdrawal, inspection, repair, or work completed by or for the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

#### SUPPLEMENTARY PAYMENTS

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> The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy (c)applies;
- reasonable expenses incurred by the insured at the company's (9) request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

### PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated in the occupations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a so designated and any partner or member thereof but only with respect to his liability as such;
- if the named insured is designated in the declarations as other (c) than an individual, partnership or joint venture, the organiza-tion so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such:
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and



- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organ-ization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or oganization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property dam-**age arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a **named insured**.

## LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain **bodily injury** or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A ... The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodity injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence" . the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B-The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not ex-ceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence" the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as 'aggregrate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage in-cluded in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liabil-ity is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include prop-
- erty damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

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Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

# POLICY TERRITORY

This policy applies only to **bodily injury** or property damage which occurs within the policy territory.

# 7T DEFINITIONS

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When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifices "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

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PAGE 3



"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not selfpropelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-intransit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

#### CONDITIONS

**Premium** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation. Case 24-32428-KLP Doc 86-43 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 43 Page 41 of 43

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

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Financial Responsibility Lawa When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment make under the terms of this policy except for the agreement contained in this paragraph.

# Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Sitares If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes **P** 

an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

**Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three , years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

**Cancellation** This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed prorata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

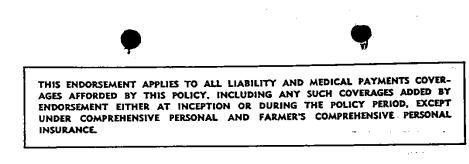
**Declarations** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions Tixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston. Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Auce E. Doorman Melvin B. Bradslan PRESIDENT SECRETARY

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# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

#### It is agreed that:

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I. The policy does not apply:

- A. Under any Liability Coverage, to bodily injury or property damage
  - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability: or
  - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
  - the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.
- II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing apent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act. —

LIBERTY MUTUAL INSURANCE COMPANY

Una E. Doorman SECRETARY

Melvin B. Bradala PRESIDENT

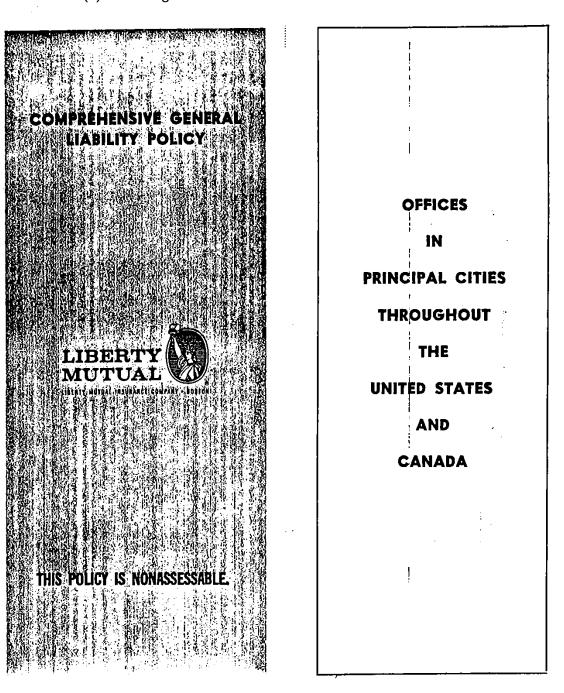
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<u></u>	T RATE CA		ON TABLE
	Per Cent		Per Cent
Days Policy In Force	of One Year Premium	Days Policy In Force	of One Year Premium
1 2	5	154-156	· · · 53 · · · 54
8-4 5-6	8	161-164 165-167	56
7- 8 9- 10	:::: 10	172-175	57
11- 12 13- 14 15- 16	$1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\$	176-178 179-182 183-187	(6 mos.) 60
10- 10 17- 18 19- 20	10	188-191 192-196	
21- 22 23- 25		201-205	65
26- 29 ≥ 30- 32	(1 mo.) 19	210-214	(7 mos.) 67 68
' 33- 36 37- 40 41- 43	20	219-223	69
44- 47 48- 51	28	229-232 238-237	71
52- 54 55- 58	25	238-241 242-246	(8 mos.) 73
59- 62 63- 65	(2 mos.) 27 28 29	956 980	76
66- 69 70- 73 74- 76		261-264	
77- 80 81- 83		270-273	(9 mos.) 80 81
84- 87 88- 91	(3 mos.) 35	283-287	· · · 82 · · · 83
92~ 94 95~ 98 99-102	86 87 38	292-296	
103-105 106-109	· · · 38 · · · 39 · · · 40	302-305	
110-113	41	311-314	· · · 89
	13	310-319 320-323 324-328 329-332	91 92 93
121-120 121-124 125-127 128-131 132-135		329-382 838-887 838-342	
136-138 139-142	48	343-346 347-351	96 97
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DECL	ARATIONS	· · · · · · · · · · · · · · · · · · ·	LIBE MUT		STON		SIVE GENERAL Y POLICY
GI- 12	1-010461-186	TO CODE 54 33/8	Lynbrook	220	SALES REPRESENTATI Sulliva		00e x/x 155 YEA 231 2 37
tem 1.	Named Insured H	lopeman Bi	others Inc.	and as per 1	End. No. 1		
	Address c/o Fred	l S. James	; & Co. of Ne	w York Inc.	55 Water	St., New York	, NY 10041
	The named insured	is: Individu	izl 🔲, Fartnershi	io 📋, Corporati	on 📐, Other	D	
	Business of named i	nsured is: Co	ontracting -	•	-		-
	Policy Period: From	ы п. —1		Year 76 to	 Ма. 1	Day 1	Year 77
	12:0	1 A.M., star	idard time at the	address of the n	amed insured a	s stated herein.	
	Audit Basis: At Ex	miration [],	Annual [], Semi	-Annual [], Qu	arterly 🔀, M	onthly [], Flat C	harge
item 3.	The insurance affo charge or charges all the terms of thi	The limit of	f the company's li	ability against ea	wing Coverage ich such Covera	s as are indicated age shall be as stat	by specific premius ed herein, subject t
			LIMIT	'S OF LIABILIT	TY ADV	ANCE PREMIUMS	
	A - BODILY I	BILITY	\$ 500, \$ 500,	300.040	cturrence \$ 📲		
	B - PROPERTY	7 DAMAGE	LIABILITY	\$ 250, \$ 250,	.000 ezch o	ite	
	NIMUM PREMIUMS: \$ Computation of Pre-	Bodily Injary Liability	Property Damage Liability \$	TOTAL A	DVANCE PREM	×IUM	<b></b>
Item 4.				Premium Base	Rates	Adv	znce Premiums
<u>_</u>	Classification : Locations	and 	Code Na		Bodily P Lajary D Liability L	roperty Iniury Lability Code 326	
	Total Premiu	(חבב					***
		-		See Schedul	es Attached	a	
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		ersements issu	ed therewith, is he	reby countersign	ed by	Authorized Repr	events tive
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Item 4. Declarations — Schedule — General Liability Hazerds		· · · ·		· · · · · · · · · · · · · · · · · · ·
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All Operations of the Named Insured 15050	_			
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Wayne Manufacturing Corp.

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# Item 4. Declarations — Schedule — General Liability Hazards

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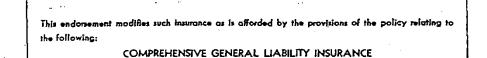
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	PREMIUM BASE RATES			ADVANCE	PREMIUMS	
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		BODILT IEJURY LIABILITY	PROPERTY Damage Liability			
		Discount	ed Rates			
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MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

### ADDITIONAL INSURED

### (Owners or Contractors)

It is agreed that:

- The "Persons Insured" provision is amended to include as an insured the person or organization named below (hereinafter called "additional insured"), but only with respect to liability arising out of (1) operations performed for the additional insured by the named insured at the location designated below or (2) acts or omissions of the additional insured in connection with his general supervision of such operations.
- 2. None of the exclusions of the policy, except exclusions (a), (c), (f), (g), (i), (l) and (m), apply to this insurance.
- 3. Additional Exclusions -This insurance does not apply: ...
  - (a) to bodily injury or property damage occurring after
    - (1) all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed or
    - (2) that portion of the named insured's work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a port of the same project;
  - (b) to bodily injury or property damage arising out of any act or omission of the additional insured or any of his employees, other than general supervision of work performed for the additional insured by the named insured;
  - (c) to property damage to
    - (1) property owned or occupied by or rented to the additional insured,
    - (2) property used by the additional insured,
    - (3) property in the care, custody or control of the additional insured or as to which the additional insured is for any purpose exercising physical control, or
    - (4) work performed for the additional insured by the named insured.
- 4. Additional Definition When used in reference to this insurance, "work" includes materials, parts and equipment furnished in connection therewish.

•	SCHED	ULE	E.
Name of Person or Organization			
(Additional Insured)		Location of Cove	hed Operations
- •	Premium Boses	Rates	Across
Bodily Injury Liubility	Cost	\$100 of cost	\$
Property Damage Liability	Cost	\$100 of cost	\$
		Total Advance Premium	\$

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premum S Included in Composite Rates	S LIBERTY MUTUAL INSU	RANCE COMPANY
Effective Date 3-17-76 Expiration Date 1-1-77	LIBERTY MUTUAL FIRE	
for attachment in Policy or Bond No LG1-121-010461-186 TD	27/0	
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Authorized Representative ISO G116 Ed 1 Issued Ab 4-28-76 Sales Office and No. 220 End. Serial No. 30

Countersigned by

# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 8 of 44

AMENDATORY 'ENDORSEMENT' Waiver of Subrogation The company hereby agrees that no action of subrogation shall be taken against for any loss payment arising out of the insured's operations at the formation of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the insured of the

> RECEILE HOPENMAYNESSORO

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Issued db 4-28-76 Sales Office and No.

Premium \$ QUIBERTY MUTUAL INSURANCE COMPANY Ettoctive Date 3-17-76 EXPERIMENTED TO 33/8 For attachment to Policy or Bond No. LG1-121-010461-186 TD 33/8 Effective Date 3-17-76 LIBERTY MUTUAL FIRE INSURANCE COMPANY Hopeman Brothers Inc. 32 Work Days F. Countersigned by . . . . . . . . . . . . . . . Authorized Representative

220

End. Serial No. 29

ST. PIERRE (HBI) -726

Form 192

# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 9 of 44

Broad Form Named Insured Endorsement

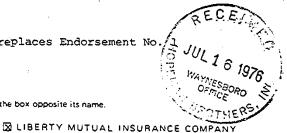
The term "named insured" includes in addition to the person or organization named in Item 1 of the declarations:

, Wayne Manufacturing Corporation, ഷർ

and any business entity incorporated or organized under the laws of the United States of America (including any State thereof) its territories or possessions or Canada (including any Province thereof) while the person or organization named in Item I of the declarations or the aforenamed owns, during the policy period, an interest in such entity of more than fifty per cent (50%).

The person or organization named in Item I of the declarations by acceptance of this policy is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy, including the giving and receiving of notice of cancellation, the payment of premiums and the receiving of return premiums, if any, and of such dividends as may be declared by the company.

This Endorsement supersedes and replaces Endorsement No.



This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

LIBERTY MUTUAL FIRE INSURANCE COMPANY Duy & Doome

Work Units 1 -

Countersigned by

issued db 4-28-76 Sales Office and No. 220

End. Serial No 28

within ized Representative

Form 102

# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 10 of 44

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COMPREHENSIVE GENERAL LIABILITY INSURANCE DRUGGISTS LIABILITY INSURANCE FARM EMPLOYERS LIABILITY AND FARM EMPLOYEES MEDICAL PAYMENTS INSURANCE HOSPITAL PROFESSIONAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE STOREKEEPERS INSURANCE

# AMENDMENT OF PERSONS INSURED PROVISION DEFINITION OF EXECUTIVE OFFICER

(Louisiana)

It is agreed that the Persons Insured Provision is amended to include the following definition of executive officer under subdivision (c):

"Executive officer" means only a person holding any of the officer positions created by the charter, constitution or bylaws of the named insured.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis Issued to ELIBERTY MUTUAL INSURANCE COMPANY

. Bun E. Do

		Countersigned by	Authorized Se	Dresentative
1SO G530 (6-1-75)	Issued	Sales Office and No.	End. Serial No.	27
· · · · ·	•	· ·	•	<sup>*</sup>

# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 11 of 44

### PREMIUM DISCOUNT ENDORSEMENT

(Astomobile and General Liebility Insurance).

It is agreed that the Total Standard Premium for this policy is subject to discount in accordance with the company's manuals, subject to the following:

- The Total Standard Premium for this policy shall be the premium (average annual premium for policy terms of more than one year) for Liability, Elevator Collision and Medical Payments insurance computed in accordance with the provisions of the policy other than this or any other premium discount endorsement and exclusive of the adjustments resulting from the application of any retrospective rating plan.
- 2. The following elements of the Total Standard Premium are not subject to discount:
  - (a) Any premium for insurance in the state of Louisiana;
  - (b) Any premium for Automobile Liability insurance in the Commonwealth of Massachusetts,
  - (c) Any premium subject to retrospective rating.
- 3. The premium discount percentages for Texas insurance premium are to be computed in accordance with the provisions of the Texas Premium Discount Plan.
- 4. The provisions of this endorsement also apply with respect to the policies designated below:

### POLICY NUMBERS

AE1-121-010461-166

ESTIMATED STANDARD PREMILIM

(Hopeman Brothers Inc.)

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium S Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis issued to

Issued

BLIBERTY MUTUAL INSURANCE COMPANY

Authorized Representative

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Work	Units	٦	-	

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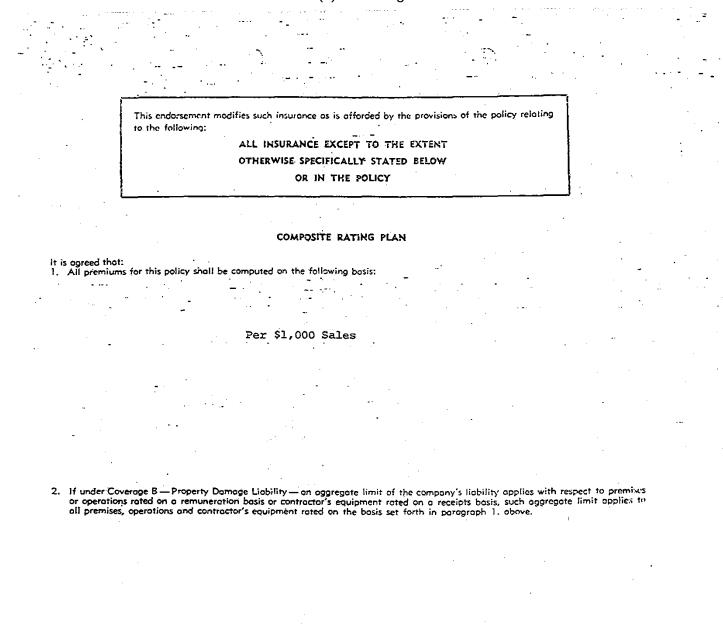
Countersigned by

signed by

2280 R1 12/1/73 Sales Office and No.

No. Enc. Serial No.

#### Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Case 24-32428-KLP Desc Exhibit(s) 44 Page 12 of 44



Premium \$ Effective Date Expiration Date Audit Basis For attachment to Policy No. LG1-121-010461-195 issued to

L-GSC03 (10-1-66)

LIBERTY MUTUAL INSURANCE COMPANY

PRESIDENT

11/14

SECRETARY

Countersigned by

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#### Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 13 of 44

### AMENDMENT OF CANCELLATION CONDITION ENDORSEMENT

It is agreed that the "Cancellation" Condition-is replaced by the following:

This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective.

This policy may be cancelled by the company by mailing to the named insured and to any lienholder shown in the policy, at the last address of record, written notice stating when not less than thirty days thereafter such cancellation shall be effective, provided that, this policy may be concelled by the company by mailing to the named insured and to any lienholder shown in the policy, at the last address of record, written notice stating:

- 1. when not less than fifteen days thereafter such cancellation shall be effective, if the policy insures a commercial or industrial concern, óг
- when not less than ten days thereafter such concellation shall be effective, if the named insured fails to discharge when due any Ω. of his obligations in connection with the payment of premium for this policy or ony installment thereof, whether payable directly to the company or its agent or indirectly under any premium finance plan or extension of credit, or
- when not less than ten days thereafter such cancellation shall be effective, if this policy has been in effect less than sixty days at the time notice of cancellation is mailed and this is not a renewal policy. з.

The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro-rata. Premium adjustment shall be made within fifteen days of notice of cancellation, unless an audit or rate investigation is required in which case premium adjustment shall be made as soon as practicable, however, payment or tender of unearned premium is not a condition of cancellation.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis Issued to

Issued

LIBERTY MUTUAL INSURANCE COMPANY LISERTY MUTUAL FIRE INSURANCE COMPANY

Ree E. Loran

Worlf Units 1 -

E021/G526

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Countersigned by

Sales Office and No.

Authorized Representative End. Serial No.

24

### Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 14 of 44

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la obdono	nent mouthes such	insurance as in	efforded by the pro	ovisions or the policy rolation	s to
e following	:				
	COMPREH	ENSIVE GENI	ERAL LIABILITY IS	STID ANCE	
<i>c</i>				BILITY INSURANCE	[
			L'ABILITY INSURA		1
	5 A				
				LIT INSURANCE	E
	ANUFACTURE				
01	WNERS' AND CO	ONTRACTORS	PROTECTIVE LIA	BILITY INSURANCE	
01	WNERS' AND CO	ONTRACTORS			

# CONTAMINATION OR POLLUTION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chem-icals, liquids or gases, waste materials or other irritants, contaminants or pollutants is deleted.

T	his	endorsement	applies	only with	n respect	to	operations	or	occurrences	in:
-			. ]	Maryland New Hampsh Vermont North Caro			•			~.
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•	•	••		· · ·					•	

Premium \$ Effective Date For attachment to Po Audit Basis Issued to	olicy or Bond No.	Expiration Date LG1-121-010461-186	A A	L INSURANCE COMPANY Melinin & Baddhan Malanin
Work Units 1 -		Countersigned by	Authorized Repr	suntative
	issued	Sales Office and No.	End. Seriai No.	23
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# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 15 of 44

### Amendatory Endorsement - Notice

(Texas)

As respects bodily injury liability coverage and property damage liability coverage, unless the company is prejudiced by the insured's failure to comply with the requirement, any provision of this policy requiring the insured to give notice of action, occurrence or loss, or requiring the insured to forward demands, notices, summons or other legal process, shall not bar liability under this policy.

This endocrement is executed by the company below designated by an entry in the box opposite its name,

Premium \$	
1 the rive Date	Expiration Date
For attachment in Policy or Bond I	No. LG1-121-010461-186
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ELIBERTY MUTUAL INSURANCE COMPANY

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		Countersigned by	Authorized Represe	antative
ISO-G525 (NI-73)	Issued	Sales Office and No.	End. Serial No.	22
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### Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 16 of 44

# PREMIUM DISCOUNT ENDORSEMENT -- TEXAS

### (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

- Texas General Liability Standard Premium. Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retro-spective rating plan, shall be known as the Texas General Liability Standard Premium.
- 2. Total Standard Premium for All States. The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

3. Premium Discount - Texos.

- (c) For policy periods of one year or less The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
- (b) For policy periods of more than one year The Texos General Liability Standard Premium shall be subject to the applicable discount percentages as stated in soid Table of "Texos Premium Discounts (General Liability)", opposite the overage annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
- (c) If retrospective rating is applicable to a port of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Roting Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in sold Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in sold Table opposite so much of the Total Standard Premium as is whet to retrospective rating is subject to retrospective roting.

### TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES

(General Liability)

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Totai Standard Premlum (See Note)	Premium Discount Per- centage Applicable to Tezas Ceneral Liablility Standard Premium	Total Standard Premium (Sav Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	.0%	\$1,486	2.5%	\$2,942	5.0%	\$5,924	7.5%
1,007	.1	1,516	2.6	3,062	5.1	6,000	7.6
1,021	.2	1,547	2.7	3,192	5.2	6,079	7.7
1,035	.3	1,579	2.8	3,334	5.3	6,159	7.8
1,049	.4	1,613	2.9	3,489	5.4	6,242	7.9
1,064	.5	1,649	3.0	3,659	5.5	6,327	8.0
1,080	.6	1,686	3.1	3,847	5.6	6,414	8.1
1,095	.7	1,725	3.2	4,055	5.7	6,504	8.2
1,112	.8	1,765	3.3	4,286	5.8	6,596	8.3
1,128	.9	1,808	3.4	4,546	5.9	6,691	8.4
1,146	1.0	1,852	3.5	4,839	6.0	6,789	8.5
1,163	1.1	1,899	3.6	5,028	5.1	6,889	8.6
1,182	1.2	1,949	3.7	5,082	6.2	6,993	8.7
1,200	1.3	2,000	3.8	5,139	6.3	7,100	8.8
1,220	1.4	2,055	3.9	5,196	6.4	7,210	8.9
1,240	1.5	2,113	4.0	5,255	6.5	7,323	9.0
1,261	1.6	2,174	4.1	5,315	6.6	7,440	9.1
1,283	1.7	2,239	4.2	5,376	6.7	7,561	9.2
1,305	1.8	2,305	4.3	5,439	6.8	7,685	9.3
1,328	1.9	2,381	4.4	5,503	6.9	7,816	9.4
1,352	2.0	2,460	4.5	5,589	7.0	7,949	9.5
1,377	2.1	2,543	4.6	5,637	7.1	8,087	9.6
1,402	2.2	2,632	4.7	5,705	7.2	6,231	9.7
1,429	2.3	2,729	4.8	5,777	7.3	8,379	9.8
1,457	2.4	2,831	4.9	5,350	7.4	8,533	9.9

(Continued on page 2)

Form L-G-S023 (Texes) (10/1/69) LC LG LM LO Poge 1 Prinled M USA

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# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 17 of 44

Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centzge Applicable to Tezas General Liability Standard Premium	Tota) Standard Pramium - (See Note)	Premium Discount Per- centage Applicable to Texas Coneral Liability Standard Premium	Totas Standard Pramium (See Note)	Premium Discount Por- contage Applicable to Toxas Ceneral Liability Standard Premium	
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)	
\$ 8,692	10.0%	\$25,136	13.5%	\$45,610	17.0%	\$105,850	20.5%	
8,858	10.1	26,572	13.6	46,364	17.1	110,000	20.6	
9,030	10.2	28,182	13.7	47,143	17.2	114,490	20.7	
9,208	10.3	30,000	13.8	47,949	17.3	119,362	20.8	
9,394	10.4	30,325	13.9	48,783	17.4	124,667	20.9	
9,588	10.5	30,656	14.0	49,647	17.5	130,466	21.0	_
9,790	10.6	30,995	14.1	50,541	17.6	136,830	21.1	
10,000	10.7	31,341	14.2	51,468	17.7	143,847	21.2	
10,220	10.8	31,695	14.3	52,430	17.8	151,622	21.3	
10,450	10.9	32,058	14.4	53,429	17.9	160,286	21.4	
10,690	11.0	32,428	14.5	54,467	18.0	170,000	21.5	
10,942	11.1	32,808	14.6	55,545	18.1	- 180,968	21.6	
11,205	11.2	33,196	14.7	56,667	18.2	193,449	21.7	
11,482	11.3	33,593	14.8	57,836	18.3	207,778	21.8	
11,773	11.4	34,000	14.9	59,053	18.4	224,400	21.9	
12,078	11.5	34,418	15.0	60,323	18.5	243,913	22.0	<u>.</u>
12,400	11.6	34,845	15.1	61,649	18.6	267,143	22.1	
12,740	11.7	35,284	15.2	63,034	18.7	295,263	22.2	
13,099	11.8	35,733	15.3	64,483	18.8	330,000	22.3	
13,479	11.9	36,194	15.4	66,000	18.9	374,000	22.4	
13,881 14,308 14,762 15,246 15,763	12.0 12.1 12.2 12.3 - 12.4	36,667 37,153 37,652 38,164 38,690	15.5 15.6 15.7 15.8 15.9	67,591 69,260 71,013 72,858 74,800	19.0 19.1 19.2 19.3 19.4	431,535 500,000 Over 500,000	22.5 22.5	-
16,316 16,910 17,548 18,236 18,980	12.5 12.6 12.7 12.8 12.9	39,231 39,788 40,360 40,949 41,556	16.0 16.1 16.2 16.3 16.4	76,850 79,015 81,305 83,732 86,308	19.5 19.6 19.7 19.8 19.9			-
19,788 20,667 21,628 22,683 23,847	13.0 13.1 13.2 13.3 13.4	42,181 42,825 43,489 44,174 44,880	16.5 16.6 16.7 16.8 16.9	89,048 91,968 95,085 98,422 102,000	20.0 20.1 20.2 20.3 20.4			-

### - TAELE OF TEXAS PREMIUM DISCOUNT PERCENTAGES -- Continued

NOTE: For premium not shown use the value for the next lower premium stated in the table. \* If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 22.5% for the first \$500,000 and 23.1% for the portion over \$500,000.

5. Policy Numbers

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**Estimated Standard Premlum** 

Premium \$ Effective Date Expiration Date LIBERTY MUTUAL INSURANCE COMPANY For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis m 8 C 44 issued to THE SECTION T Work Units 1 -Countersigned by . . . Authorized Representative Issued Sales Office and No. End. Serial No. 21 Form L-G-5023 (Texos) (10/1/69) LC LG LM LO Page 2 Printed In USA

# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 18 of 44

# AMENDMENT OF CANCELLATION CONDITION (Michigan)

It is agreed that the first paragraph of the Cancellation Condition is gmended to read as follows:

This policy may be concelled by the named insured by mailing to the company written notice stating when thereafter the concellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at his address last known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

Premium \$

A0002, G503 (10/70)

Finited

Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Work Units 1 -Countersigned by

Issued

Sales Office and No.

Authorized Representative

End. Serial No. 20

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#### Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Case 24-32428-KLP Desc Exhibit(s) 44 Page 19 of 44

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

Coverage A-Bodily Injury Liability

Coverage B-Property Damage Liability

### MOBILE EQUIPMENT

### (Mossachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to bodily injury and property damage arising out of the ownership, maintenance, use, loading or unloading of any mobile equipment with respect to which insurance is required of the named insured under the Massachusetts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

- 1. Except to the extent provided in paragraph 2. below, the insurance afforded by this policy does not apply either on a primary or excess basis to bodily injury or property damage with respect to which any insurance (regardless of angunt) is offorded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the named insured.
- If the only liability insurance applicable with respect to such bodily injury under such a Motor Vehicle Policy is under the 2. compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to bodily injury arising out of the operation or use of the mobile equipment other than solely for the purposes of transportation or locomotion.

Premium S	
Effective Date	Expiration Date
For attachment to Policy or Bond No.	LG1-121-010461-186
Audit Basis	-
issued to	

Issued

LIBERTY MUTUAL INSURANCE COMPANY

Buc E. Lor

Work Units 1 -

G513

(10/1/66)

Countersigned by

Sales Office and No.

Authorized Representation

End. Serial No. 19

LF LG LO LM LX

# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 20 of 44

ACTION AGAINST COMPANY AMENDMENT

(Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

Premium S

Effective Date Expiration Date For attachment to Policy or Bond No. Audit Basis Issued to LIBERTY MUTUAL INSURANCE COMPANY

44 2 SECRETARY

### Work Units 1 -

Countersigned by Authorized Representative G512, A0013 Issued Sales Office and No. End. Sorial No. <u>18</u> AE AV AG LF LG LO LM LX 10-1-66

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# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 21 of 44

### AMENDATORY ENDORSEMENT

It is agreed that Exclusion (h) is hereby eliminated from the policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium S Included in Composite Rate Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis Issued to LIBERTY MUTUAL INSURANCE COMPANY

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Wirk Linns I Countersigned by Authorized Representative Issued Sales Office and No. End. Serial No. 17 Form 102

# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 22 of 44

This endorsement modifies such insurance as Is afforded by the provisions of the policy relating to the following:

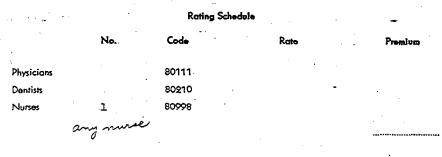
COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

### INCIDENTAL MALPRACTICE ENDORSEMENT

# It is agreed that:

- 1. The definition of "bodily injuty" is amended to include injuty arising out of the rendering of or failure to render professional services by any physician, dentist or nurse while employed by the named insured to provide such services.

2. Exclusion (i) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.



Total Premium S.....

Premium S Included in Composite Rates Filective Date Expiration Date for attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis Issued to

LIBERTY MUTUAL INSURANCE COMPANY

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Work Units 1 -Countersigned by ............ Authorized Representative L-G 2044 R1 MB Adv. 002 Issued Sales Office and No. End. Sarial No. 16 (1.1 74)

#### Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Case 24-32428-KLP Desc Exhibit(s) 44 Page 23 of 44

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COVERAGE A -- BODILY INJURY LIABILITY

COVERAGE 3 -- PROPERTY DAMAGE LIABILITY COVERAGE P --- PERSONAL INJURY LIABILITY

### ADDITIONAL INSURED (Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

1. to bodily injury or personal injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;

2. To property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof.

Premium \$ Included in Composite Rates Effective Date **Expiration Date** For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis Issued to

LIBERTY MUTUAL INSURANCE COMPANY

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Countersigned by

Sales Office and No.

End. Serial No.

L-G1004 (1/1/73) issued LC LG LM' LO Printed USA

# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 24 of 44

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COVERAGE A — BODILY INJURY LIABILITY

COVERAGE B -- PROPERTY DAMAGE LIABILITY

### ADDITIONAL INSURED (Yendors — Brood Form)

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sole in the regular course of the vendor's business of the nomed insured's products subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:

(a) any express warranty unauthorized by the named insured;

(b) bodily injury or property domage arising out of

(i) any physical or chemical change in the form of the product made intentionally by the vendor,

(ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts
under instruction from the manufacturer and then repacked in the original container,

(iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or

(iv) products which ofter distribution or sale by the named insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. The insurance does not apply to any person or organization, as **insured**, from whom the **nemed insured** has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

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#### Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Case 24-32428-KLP Desc Exhibit(s) 44 Page 25 of 44

# RETROSPECTIVE PREMIUM ENDORSEMENT - PLAN ( D) Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement - Plan\_\_\_\_D\_\_\_ forming a part of policy WC2-121-010461-396 issued to Hopeman Brothers Inc. etal

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis issued to

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### Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 26 of 44

### AMENDATORY ENDORSEMENT - Other Insurance

It is agreed that endorsed provisions excluding any job insured by another carrier shall no longer apply when such other insurance on that job has been terminated.

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It is further agreed that the insured shall advise the company as soon as practical of such termination of such other insurance but failure to do so through error or oversight shall not invalidate the terms of this endorsement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

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Effective Date	Expiration Date	
For attachment to Policy or Bond No. Audit Basis	LG1-121-010461-186	L
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Form 102

#### Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Case 24-32428-KLP Desc Exhibit(s) 44 Page 27 of 44

# RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature hereto is to be considered the valid countersignature to the undermentioned. Policy, insofar as concerns that portion of the Risk located in said State.

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2045
Interpretation of Notice of Accident Condition	102
Deductible Care, Custody and Control Coverage	102
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Definition of Executive Officer

ISOG530

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis issued to

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#### Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 28 of 44

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE B - PROPERTY DAMAGE LIABILITY

### REAL PROPERTY - LIABILITY - FIRE

It is agreed that the Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured and described in this endorsement, including fixtures permanently attached thereto, if such property damage arises out of fire, subject to the following additional provisions: - ...

1. All of the exclusions of the policy are deleted and replaced by the following:

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. .

This insurance does not apply to liability assumed by the insured under any contract or agreement.

The limit of liability stated in this endorsement applies separately to 2. the insurance under this endorsement and is in lieu of any other limit of liability stated in the policy.

Description	Limit of	Rate	Premium
of Property	Liability	(per \$100 of Limit)	
all non owned premises occupied by the named insured	\$25,000 each	occurrence	included in composite rate

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included i	n Composite Rate
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For attachment to Policy or I	Bond No. LG1-121-010461-186
Audit Basis	LG1-121-010461-186
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# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 29 of 44

### WATERCRAFT EXCLUSION

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It is agreed that Exclusion (e) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite Rates Effective Date Expiration Date f or attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis Issued to

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# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 30 of 44

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COVERAGE A - BODILY INJURY LIABILITY COVERAGE B - PROPERTY DAMAGE LIABILITY

COVERAGE P --- PERSONAL INJURY LIABILITY

### FOREIGN COVERAGE ENDORSEMENT

### It is ogreed that:

### I. POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) the ownership, mointenance or use of premises outside the United States of America, its territories or possessions or Canada or (2) the monufacture, sale or distribution of goods or products at or from such premises.

### 11. INVESTIGATION; DEFENSE; SETTLEMENT - FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

### III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

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### Work Units 1 -

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#### Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Case 24-32428-KLP Desc Exhibit(s) 44 Page 31 of 44

### AMENDATORY ENDORSEMENT

### Sixty Day Cancelllation Clause

It is agreed that the second sentence of condition II., cancellation is • • • • • \_\_\_\_\_ amended to read: .-••• · .

"This policy may be cancelled by the company by mailing to the insured at the address shown in this policy written notice stating when not less than sixty days thereafter such cancellation shall be effective."

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This Endorsement shall not be applicable in the event of cancellation for non-payment of premium.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis Issued to

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# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 32 of 44

This endorsement modifies such insurance as is afforded by the policy relating to the following:

Coverage B - Property Damage Liability

DESCRIBED PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

It is agreed that with respect to the property described in this endorsement, exclusion (k) of the policy is inapplicable, subject, however, to all of the other provisions of the policy not expressly modified by this endorsement and the following additional provisions:

- This insurance does not apply to injury to or destruction of the described property while in transit.
- This insurance does not apply to liability arising from errors or mistakes in design, plans or specifications committed by the <u>insured</u> or any subcontractor of the <u>insured</u>.
- 3. This insurance shall not apply to that portion of any loss with respect to which the insured has any other insurance whether on a primary, excess or contingent basis or would have such insurance but for the existence of the policy.
- (a) The company's obligation under this endorsement to pay <u>damages</u> on behalf of the <u>insured</u>, as the result of one <u>occurrence</u> applies only to the amount of damages in excess of \$1,000.
  - (b) The terms of the policy including those with respect to (1) the company's rights and duties with respect to the defense of suits and (2) the <u>insured's</u> duties in the event of any <u>occurrence</u> apply irrespective of the application of the deductible amount.
  - (c) The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the <u>named insured</u> shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Policy No. LG1-121-010461-186

Endorsement No. 6 Page 1 of 2

L-G2042 (1-1-73)

# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 33 of 44

5. The total limit of the company's liability for all damages because of injury to or destruction of property covered under this endorsement is \$25,000.

# Described Property

Blanket Coverage for any property deemed to be in the insureds care, custody or control.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite Rate Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis Issued to

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End. Serial No. 6 Page 2 of 2

Form 102

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# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 34 of 44

### Interpretation of Notice of Accident Condition

It is agreed that Condition 4 - Notice of Injury is amended as follows:

When an injury occurs, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after the injury comes to the knowledge of the executive responsible for insurance. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the insured and of available witnesses.

### FAILURE TO DISCLOSE HAZARDS EXISTING ON EFFECTIVE DATE OF POLICY

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium S Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-186 Audit Basis Issued to

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End. Serial No. 5

Authorized Representative

Form 102

# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 35 of 44

### PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the **nemed insured** as follows:

### I. COVERAGE P --- PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments.

Exclusions: This coverage does not apply to personal injury arising out of:

- (a) acts committed by or at the direction of the insured for the purpose of causing injury;
- (b) breach of contract or agreement;
- (c) odvertising, broadcasting or telecasting activities conducted by aron behalf of the named insured;
- (d) discrimination which is unlawful or which is committed by or at the direction of the insured.

### 11. COVERAGE P - LIMITS OF LIABILITY; INSURED'S PARTICIPATION"

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate." Subject to the above provision respecting "general aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the insured, such percentage of the loss shall be borne by the insured; provided the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the nomed insured shall promptly reimburse the company therefor.

### III. COVERAGE P - POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

### IV. COVERAGE P - DEFINITIONS

"domages" also includes any damages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damaga."

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Limits of Liability	\$	500,000	general oggregate
Insured's Participation		0	per cent
Code 99980			

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating, to the following:

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COVERAGE A - BODILY INJURY LIABILITY

COVERAGE B -- PROPERTY DAMAGE LIABILITY

# CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

### (All Written Contracts Except Incidental Contracts)

### It is agreed that:

### I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the named insured under an insured contract, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the indemnitee which the named insured is required to defend by the specific terms of an insured contract, but only to the some extent and on the same terms as if the indemnitee were the insured under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks damages for which the indemnitee is legally entitled to indemnification under the insured contract, (2) the policy covers such damages and (3) the opplicable limit of the company's liability with respect to such damages has not been exhausted by payment of judgments or settlements.

### II. EXCLUSIONS

All exclusions, including exclusion (g), applicable to Coverages A and B apply to liability assumed under an insured contract, except exclusions (a), (b), (d) and (j). The following additional exclusions apply to such liability:

The insurance does not apply

- (1) to any bodily injury or property damage which does not arise out of (a) operations performed or services furnished by the named insured or (b) operations performed for or property furnished to the named insured or (c) the mointenance or use of real or personal property owned by or rented to the named insured or of easements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- (2) if the indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of any professional services performed by or for the indemnitée, including (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnitie of closen or engineering services; provided that with respect to the Architect, his agents or employees described in the indemnification clause of any Standard American Institute of Architects Contract Documents forming o part of an insured contract, the following exclusion is substituted: The insurance does not apply to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving or foilure to give directions or instructions by the Architect, his agents or employees, provided such giving or foilure to give is the primary cause of the badily injury or property damage.
- (3) to any agreement (a) to pay for property demage to property owned by, rented to or used by the indemnittee arising out of operations performed for the named insured by the indemnittee or (b) to pay any fines, penolities or liquidated damages or (c) to pay any amounts or benefits on account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefor in an action of tort for ordinary negligence or (d) if the indemnitee is an employee of the named insured, to pay any amounts or benefits on account of his bodily injury in excess of those for which the named insured or any corrier as his insurer may be held liable urder any applicable workmen's compensation, unemployment compensation, disability benefits or similar law replice to bodily injury sustained by a fellow employee arising out of and in the course of his employment by the indemnitee with

### III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitee" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract mode prior to the occurrence giving rise to the bodily injury or property damage with respect to which indemnification is claimed, but insured contract does not include (1) an incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or an behalf of the named insured will be done in a workmanlike manner.

### IV. ARBITRATION

The word "suit" includes an arbitration proceeding to which the **insured** is required to submit by the terms of the **insured contract** or to which the **insured** has submitted with the company's consent, provided the company is entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceedings.

#### V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—and under Coverage B— Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the abave provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all **property damage** for which liability is assumed under all **insured contracts** shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

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Countersigned by Authorized Representative

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# Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 38 of 44

AMENDATORY ENDORSEMENT

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It is agreed that Item 1, Named Insured, is amended to include <b>Control Control Party 1</b> , but only with								
respect to	Real	Estate Ma	nagement	for Hopema	n Brothers			
Inc.	•		-	· . • · · ·				
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This endorsement is executed by the company below designated by an entry in the box opposite its name.

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Case 24-32428-KLP Doc 86-44 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 44 Page 40 of 44

ITY POLICY **COMPREHENSIVE GENERAL LI/** IS CLASSIFIED IN DIVIDEND CLASS I THIS POL GENERAL CLASS The named insured is hereby notified that by virtue of this policy he is a member of Liberty LIBER Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company. TTTU The annual meetings are held at its home LIBERTY MUTUAL INSURANCE COMPANY . BOSTON office, Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning. FOR PROMPT INSURANCE SERVICE - CALL YOUR SERVICE OFFICE (A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

#### COVERAGE A-BODILY INJURY LIABILITY

#### COVERAGE B-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

> Coverage A, bodily injury or Coverage B. property damage

to which this policy applies, caused by an occurrence, and the com-pany shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or prop-erty damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

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This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner:
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured:
- but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2), the operation or use of any snow-mobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured:
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - any watercraft owned or operated by or rented or loaned to any insured, or
  - any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured:

- to bodily injury or property damage arising out of the dis-(f) charge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- to **bodily injury** or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - (1) liability assumed by the insured under an incidental contract, or
  - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
  - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alco-holic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes,
  - if such liability is imposed ..
  - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribu-tion or use of any alcoholic beverage, or by reason of the selling, serving or giving of any alco-
  - (ii) holic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
  - but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or
- tessor described in (2) above;
- to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensa-tion, unemployment compensation or disability benefits law, (i) or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an inci-dental contract;
- (k) to property damage to

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- (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or
- (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control:

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not annly with respect to

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property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

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to property damage to premises alienated by the named insured arising out of such premises or any part thereof; 0 (m) to loss of use of tangible property which has not been physi-

cally injured or destroyed resulting from

- (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
- (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tan-gible property resulting from the sudden and accidental physi-cal injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising
- out of such products or any part of such products; to property damage to work performed by or on behalf of the named insured arising out of the work or any portion (0) thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

#### SUPPLEMENTARY PAYMENTS

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The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, pre-miums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- expenses incurred by the insured for first aid to others at the (c) time of an accident, for bodily injury to which this policy applies;
- reasonable expenses incurred by the insured at the company's (d)request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

#### PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- if the named insured is designated in the declarations as other (c) than an individual, partnership or joint venture, the organiza-tion so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such:
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

- (e) with respect to the operation, for the purpose of locornotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - an employee of the named insured while operating any (i)such equipment in the course of his employment, and

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any other person while operating with the permission GD. of the named insured any such equipment registered in the name of the named insured and any person or organ-ization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or oganization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

#### LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as

Coverage A-The total liability of the company for all damages, including damages for care and loss of services, because of **bodily** injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of **bodily** injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence" Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate". , the

Coverage B-The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not ex-ceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregrate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a
- receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage in-cluded in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liabil-ity is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include prop-etty damage to relate a property damage to reaster at property of property damage to property damage to the prop-etty damage to property damage to the property damage to property and the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property damage to the property dama erty damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural altera-tions at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

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**Coverages A and B**—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

## 7 POLICY TERRITORY

This policy applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

### VT DEFINITIONS

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When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment:

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifices "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stainway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if nor attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability; "mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not selfpropelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-intransit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products bazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

#### CONDITIONS

Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the uncarned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe, or healthful, or are in compliance with any law, rule or regulation.

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The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

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Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment make under the terms of this policy except for the agreement contained in this paragraph.

## Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured thas other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the fullamount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

**Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

**Cancellation** This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**Declarations** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Auce E. Doorman SECRETARY

Melvin B. Bradala

PAGE 4 (See Page 5)

President

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THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVER-AGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREMENSIVE PERSONAL AND FARMER'S COMPREMENSIVE PERSONAL INSURANCE.

#### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

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I. The policy does not apply:

- A. Under any Liability Coverage, to bodily injury or property damage
  - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (2). resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to-indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.
- 11. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

LIBERTY MUTUAL INSURANCE COMPANY

PAGE 5

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SECRETARY

Melvin B. Bradalan

PRESIDENT

DECLARATIONS



## COMPREHENSIVE GENERAL LIABILITY POLICY

SALES REPRESENTATIVE CODE IST YEAR TD CODE SALES OFFICE 0006 OLICY NO. IGI-121-010461-187 33/6 Lynbrook 220 7541 37 Champagne Item 1. Named Insured Hopeman Brothers Inc. and as per End. No. 1 Address c/o Fred S. James & Company, 1000 Sibley Tower, Rochester, NY 14604 The named insured is: Individual 📋, Partnership 📋, Corporation 🕵, Other 🛄 🗕 Business of named insured is: Contracting Үсэг Year 77 Mo. Day Day l <u>м</u>е. 1 Policy Period: From 78 Item 2. 1 1 to 12:01 A.M., standard time at the address of the named insured as stated herein. Audit Basis: At Expiration \_, Annual \_, Semi-Annual \_, Quarterly \_, Monthly x, Flat Charge \_ The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to Item 3. all the terms of this policy having reference thereto. LIMITS OF LIABILITY ADVANCE PREMIUMS COVERAGES \$ 500,000 each occurrence A - BODILY INJURY LIABILITY \$ aggregate 500,000 \$ each occurrence 500,000 **B**--- PROPERTY DAMAGE LIABILITY \$ 500,000 aggregate MINIMUM PREMIUMS: Bodily Injury Property Damage Liability TOTAL ADVANCE PREMIUM \$ Item 4. Computation of Premiums Premium Base Advance Premiums Rates Bodily Injury Limbility Classification and Property Damage Liability Code Locations No. Bodily Property Injury Liability Damage Liability Code 326 327 🔲 328 🗍 Total Premium) See Schedules Attached The policy, including all endorsements issued therewith, is hereby countersigned by... as Authorized Representative Work Units | Typed Periodic Payment Rating Basis Audit Basis Home State Pol. H.G. Renewal of Accounting Entry 1-4 2-9-77 K 🖄 NR 🗍 9 LΑ s-LG1-186 Dividend for Exp. Period GPO 2846 R1 (1/1/74) Printed in U.S.A. EXHIB

## Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 2 of 35

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ltem 4. Declarations — Schedule — General Liability Hazards

eneral Liability Hazards		PREMIUM BASE	R/	TES	ADVANCE PREMIUMS		
CLASSIFICATION AND LOCATIONS		Unlimited	Per (		BODILY INJUAT LIADILITY	PROPERTY DAMA LIABILITY	
		WC Payroll	BODILY PROPERTY INJURY DAMAGE LIABILITY LIABILITY				
		<u> </u>					
All Operations of the Named Ins	ured			t l			
except GA and LA	15050	7,175,000	2.099	2.901	150,603	208,147	
		}					
All GA and LA Operations	15050	1,825,000	.473	.527	8,632	9,618	
			I				
			1	Total	159,235	217,765	
				Damasit	20,000	- EA AA3	
				Deposit	39,809	54,441	
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LG1-121-010461-187

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Page No. 1

## Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 3 of 35

· · ·	
· • •	This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
	ALL INSURANCE EXCEPT TO THE EXTENT OTHERWISE SPECIFICALLY STATED BELOW OR IN THE POLICY
	COMPOSITE RATING PLAN
	It is agreed that:
	1. All premiums for this policy shall be computed on the following basis:
	Per of Unlimited WC Payroll
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: :	· · · · · · · · · · · · · · · · · · ·
	2. If under Coverage B-Property Damage Liability-an aggregate limit of the company's liability applies with respect to premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, such aggregate limit applies to all premises, operations and contractor's equipment rated on the basis set forth in paragraph 1 above.

This endocement is executed by the company below designated by an entry in the box opposite its name.

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Promum	\$		E LIBERTY MUTUAL INS	LEANCE COMPANY
<ul> <li>Effective</li> </ul>		Expiration Date	LIBERTY MUTUAL FIR	
For attac Audit Bas Associatio	hmant to Policy or Hond No. sis	LG1-121-010461-187		Malin & Baddon .
- <u>Work Units</u>		Countersigned by	Authorized Repr	esonialive
(10-1-6		Sales Office and No.	End, Serial No.	25
				Form 102A

## P Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc. Exhibit(s) 45 Page 4 of 35

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

## COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COMPREHENSIVE GENERAL LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE DRUGGISTS LIABILITY INSURANCE FARM EMPLOYERS LIABILITY AND FARM EMPLOYEES MEDICAL PAYMENTS INSURANCE HOSPITAL PROFESSIONAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE STOREKEEPERS INSURANCE

## AMENDMENT OF PERSONS INSURED PROVISION DEFINITION OF EXECUTIVE OFFICER

ALABAMA

LOUISIANA

It is agreed that the Persons Insured Provision is amended to include the following definition of executive officer under subdivision (c):

"Executive officer" means only a person holding any of the officer positions created by the charter, constitution or bylaws of the named Insured.

This endorsoment is executed by the company below designated by an entry in the box opposite its name.

Premium \$			S LIBERTY MUT	TUAL INSU	RANCE COM	PANY
Effective Date		Expiration Date	LIBERTY MUT	UAL FIRE	INSURANCE	COMPANY
For attachment to Audit Basis Issued to	Policy or Bond No. L(	31-121-010461-187	Burn E. So	100,000	Meline 6	Baddan) PHISOCNI
Work Units T		Countersigned by		uthorized Repres	antative	
ISO G530 (6-1-75)	Issued	Sales Office and No.	End. Se	erial No.	24	

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## AMENDMENT OF CANCELLATION CONDITIONS ENDORSEMENT

It is agreed that the "Cancellation" Condition is replaced by the following:

This policy may be concelled by the Named Insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective.

This policy may be cancelled by the company by mailing to the named insured at the last address of record, written notice stating when not less than thirty days thereafter such cancellation shall be effective, provided that, this policy may be cancelled by the company by mailing to the named insured at the last address of record, written notice stating:

- 1. when not loss than fifteen days thereafter such cancellation shall be effective, if the policy insures a commercial or industrial concern, or
- 2. when not less than ten days thereafter such cancellation shall be effective, if the named insured fails to discharge when due any of his obligations in connection with the payment of premium for this policy or any installment thereof, whether payable directly to the company or its agent or indirectly under any premium finance plan or extension of credit, or
- 3. when not less than ten days thereafter such cancellation shall be effective, if this policy has been in effect less than sixty days at the time notice of cancellation is mailed and this is not a renewal policy.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by such insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and proceduro. If the company cancels, earned premium shall be computed pro-rata. Premium adjustment shall be made within 15 days of notice of cancellation, unless an audit or rate investigation is required in which case such premium adjustment shall be made as soon as practicable, but payment or tender of unearned premium is not a condition of cancellation.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Promium \$	
Elloctive Date	Expiration Date
For attachment to Policy or Bond No.	LG1-121-010461-187
Audit Basis	···· ··· ··· ··· ··· ··· ··· ··· ··· ·
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☑ LIBERTY MUTUAL INSURANCE COMPANY
□ LIBERTY MUTUAL FIRE INSURANCE COMPANY

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Countersigned by	Authorized Represe

Sales Office and No.

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## Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 6 of 35

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

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COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE STOREKEEPER'S INSURANCE

#### CONTAMINATION OR POLLUTION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, atkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is deleted.

This endorsement applies only with respect to operations or occurrences in:

Maryland New Hampshire Vermont

	Premium S				
3	Effective Date		Expiration Date	LIBERTY MUTUA	L INSURANCE COMPANY
	For attachment to Po Audit Basis Issued to	ilicy or Bond No. I	LG1-121-010461-187	0 0 .	Malin & Chaddan
	Work Units 1 –		Countersigned by	Authorized Repri	esontalive
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## Amendatory Endorsement - Notice

## (Texas)

As respects bodily injury liability coverage and property damage liability coverage, unless the company is prejudiced by the insured's failure to comply with the requirement, any provision of this policy requiring the insured to give notice of action, occurrence or loss, or requiring the insured to forward demands, notices, summons or other legal process, shall not bar liability under this policy.

thesendocement is executed by the company below designated by an entry in the box opposite its name.

Perman \$ Life tive Date

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Expiration Date Legalachoest to Policy of Bond Net LG1-121-010461-187 Andri Basis brand to

CLIBERTY MUTUAL INSURANCE COMPANY ULIBERTY MUTUAL FIRE INSURANCE COMPANY Buc & Boomen Malin & Bullow

West Ones 1					
<u> </u>		Countersigned by	Authorized Representative		
180-G525 (* 173)	Issued	Sales Office and No.	End. Serial No.	21	

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#### PREMIUM DISCOUNT ENDORSEMENT - TEXAS (General Liability Insurance)

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

- Texas General Liability Standard Premium. Such premium pertaining to Texas computed in accordance with the provisions
  of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.
- 2. Total Standard Premium for All States. The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

#### 3. Premium Discount -- Texas.

- (a) For policy periods of one year or less The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Tatal Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
- (b) For policy periods of more than one year The Texos General Liability Standard Premium shall be subject to the applicable discount percentages as stated in said Tuble of "Texas Premium Discounts (General Liability)", opposite the average annual total standard premium for the policies which shall be determined by dividing the Total Standard Premium for the policy period by the term of said policies in years and fractions thereof.
- (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in soid Table opposite so much of the Tatal Standard Premium as is where to retrospective rating the applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in sold Table opposite so much of the Tatal Standard Premium as is subject to retrospective rating the applicable percentage stated in sold Table opposite so much of the Tatal Standard Premium as is subject to retrospective rating the applicable percentage stated in sold Table opposite so much of the Tatal Standard Premium as is subject to retrospective rating the applicable percentage stated in sold Table opposite so much of the Tatal Standard Premium as is subject to retrospecting stated percentage stated percentage stated in sold Table op is subject to retrospective rating.

#### TABLE OF TEXAS PREMIUM DISCOUNT PERCENTAGES

(General Liability)

Total Standard Premium (See Note)	Promium Discount Per- centage Apolicable to Texas General Liability Standard Premium	Tolal Standard Premium (Sac Nole)	Premium Discount Per- centage Applicable to Texas General Liabitity Standard Premium	Totaj Standard Premlum (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$1,000	.0%	\$1,486	2.5%	\$2,942	5.0%	\$5,924	7.5%
1,007	.1	1,516	2.6	3,062	5.1	6,000	7.6
1,021	.2	1,547	2.7	3,192	5.2	6,079	7.7
1,035	.3	1,579	2.8	3,334	5.3	6,159	7.8
1,049	.4	1,613	2.9	3,489	5.4	6,242	7.9
1,064	.5	1,649	3.0	3,659	5.5	6,327	8.0
1,080	.6	1,686	3.1	3,847	5.6	6,414	8.1
1,095	.7	1,725	3.2	4,055	5.7	6,504	8.2
1,112	.8	1,765	3.3	4,286	5.8	6,596	8.3
1,128	.9	1,808	3.4	4,546	5.9	6,691	8.4
1,146	1.0	1,852	3.5	4,839	6.0	6,789	8.5
1,163	1.1	1,899	3.6	5,028	6.1	6,889	8.6
1,182	1.2	1,949	3.7	5,082	6.2	6,993	8.7
1,200	1.3	2,000	3.8	5,139	6.3	7,100	8.8
1,220	1.4	2,055	3.9	5,196	6.4	7,210	8.9
1,240	1.5	2,113	4.0	5,255	6.5	7,323	9.0
1,261	1.6	2,174	4.1	5,315	6.6	7,440	9.1
1,283	1.7	2,239	4.2	5,376	6.7	7,561	9.2
1,305	1.8	2,308	4.3	5,439	6.8	7,686	9.3
1,328	1.9	2,381	4.4	5,503	6.9	7,816	9.4
1,352	2.0	2,460	4.5	5,569	7.0	7,949	9.5
1,377	2.1	2,543	4.6	5,637	7.1	8,087	9.6
1,402	2.2	2,632	4.7	5,706	7.2	8,231	9.7
1,429	2.3	2,728	4.8	5,777	7.3	8,379	9.8
1,457	2.4	2,831	4.9	5,850	7.4	8,533	9.9

#### (Continued on page 2)

Form L-G-5023 (Texas) (10/1/69) LC LG LM LO

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Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Tezas General Liability Standard Premium	- Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premjum (Sea Note)	Premium Discount Per- centage Applicable to Texas General Liability Standard Premium	Total Standard Premium (See Note)	Premium Discount Per- centage Applicable to Texas Gonerai Liability Standerd Premium
(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
\$ 8,692	10.0%	\$25,136	13.5%	\$45,610	17.0%	\$105,850	20.5%
8,858	10.1	26,572	13.6	46,364	17.1	110,000	20.6
9,030	10.2	28,182	13.7	47,143	17.2	114,490	20.7
9,208	10.3	30,000	13.8	47,949	17.3	119,362	20.8
9,394	10.4	30,325	13.9	48,783	17.4	124,667	20.9
9,588	10.5	30,656	14.0	49,647	17.5	130,466	21.0
9,790	10.6	30,995	14,1	50,541	17.6	136,830	21.1
10,000	10.7	31,341	14.2	51,468	17.7	143,847	21.2
10,220	10.8	31,695	14.3	52,430	17.8	151,622	21.3
10,450	10.9	32,058	14.4	53,429	17.9	160,286	21.4
10,690	11.0	32,428	14.5	54,467	18.0	170,000	21.5
10,942	11.1	32,808	14.6	55,545	18.1	180,968	21.6
11,205	11.2	33,196	14.7	56,667	18.2	193,449	21.7
11,482	11.3	33,593	14.8	57,836	18.3	207,778	21.8
11,773	11.4	34,000	14.9	59,053	18.4	224,400	21.9
12,078	11.5	34,418	15.0	60,323	18.5	243,913	22.0
12,400	11.6	34,845	15.1	61,649	18.6	267,143	22.1
12,740	11.7	35,284	15.2	63,034	18.7	295,263	22.2
13,099	11.8	35,733	15.3	64,483	18.8	330,000	22.3
13,479	11.9	36,194	15.4	66,000	18.9	374,000	22.4
13,881 14,308 14,762 15,246 15,763	12.0 12.1 12.2 12.3 12.4	36,667 37,153 37,652 38,164 38,690	15.5 15.6 15.7 15.8 15.9	67,591 69,260 71,013 72,858 74,800	19.0 19.1 19.2 19.3 19.4	431,535 500,000 Over 500,000	22.5 22.5 *
16,316 16,910 17,548 18,236 18,980	12.5 12.6 12.7 12.8 12.9	39,231 39,788 40,360 40,949 41,556	16.0 16.1 16.2 16.3 16.4	76,850 79,015 81,305 83,732 86,308	19.5 19.6 19.7 19.8 19.9		· · ·
19,788 20,667 21,628 22,683 23,847	13.0 13.1 13.2 13.3 13.4	42,181 42,825 43,489 44,174 44,880	16.5 16.6 16.7 16.8 16.9	89,048 91,968 95,085 98,422 102,000	20.0 20.1 20.2 20.3 20.4		

### TABLE OF FEXAS PREMIUM DISCOUNT PERCENTAGES - Continued

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NOTE: For premium not shown use the value for the next lower premium stated in the table. \* If the Totol Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 22.5% for the first \$500,000 and 23.1% for the portion over \$500,000.

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Policy Numbers

Estimated Standard Premium

Premium \$ Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-187 Audit Basis Issued to

Issued

LIBERTY MUTUAL INSURANCE COMPANY

Authorized Representative

Buc E. Dooman - Melinin B. Bradalan

Work Units 1 -

Countersigned by .....

Sales Office and No.

End. Serial No 20

Form L-G-5023 (Texos) (10/1/69) LC LG LM LO Page 2 Printed M USA

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AMENDMENT OF CANCELLATION CONDITION (Michigan)

It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

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This policy may be cancelled by the **named insured** by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at his address last known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

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This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Effective Date For attachment to Pol Audit Basis Ssued to	licy or Bond No.	Expiration Date LG1-121-010461-187	CLIBERTY MUTUAL INS	
Work' Units 1 -		Countersigned by	Authorized Repr	sséritative
	beuzzi	Sales Office and No.	End. Serial No.	19
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Youles/ #/				

## Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 11 of 35

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

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Coverage A-Bodily Injury Liability

Coverage B-Property Damage Liability

## MOBILE EQUIPMENT

(Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading or unloading of any **mobile equipment** with respect to which insurance is required of the **named insured** under the Massachusatts Compulsory Liability Security Act. (Chapter 346, Acts of 1925):

- Except to the extent provided in paragraph 2, below, the insurance afforded by this policy does not apply either on a
  primary or excess basis to bodily injury or property damage with respect to which any insurance (regardless of amount) is
  afforded under any liability coverage (compulsary or optional) of a Massachusetts Mator Vehicle Policy issued to the named
  insured.
- 2. If the only liability insurance applicable with respect to such bodily injury under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to bodily injury arising out of the operation or use of the mobile equipment other than solely for the purposes of transportation or locomation.

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Premium \$				
Effective Date		Expiration Date	LIBERTY MUTUA	LINSURANCE COMPANY
For attachment to Polic Audit Basis Issued to	cy or Band No.	LG1-121-010461-187	Buce & Soonan Scallar	Mehrin & Gradeland PRISONN
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### ACTION AGAINST COMPANY AMENDMENT (Massachusetts)

It is agreed that the clouse "nor shall the company be impleaded by the insured or his legal representative" in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts (Chapter 696, Acts of 1964).

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For attachment to Policy or Bond No.	LG1-121-010461-187		
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## Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 13 of 35

## AMENDATORY ENDORSEMENT

## It is agreed that Exclusion (h) is hereby eliminated

## from the policy.

\* **\*** 

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite Rate Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-187 Audit Basis Issued to

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Authorized Representative

Form 102

## Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 14 of 35

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

#### INCIDENTAL MALPRACTICE ENDORSEMENT

#### It is agreed that:

- The definition of "bodily injury" is amended to include injury arising out of the rendering of or failure to render professional services by any physician, dentist or nurse while employed by the named insured to provide such services.
- 9. I xclusion (i) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

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	No.	Code	Rate	Promium
Physicians		80111		
Dentists		80210		· •
Nurses		80998		

Total Premium \$.....

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This endorsement modifies such insurance as is aff to the following:	orded by the provisions of the policy relating
COYERAGE A - BODILY	INJURY LIABILITY
COVERAGE B PROPERTY	DAMAGE LIABILITY
COVERAGE P PERSONAL	INJURY LIABILITY

#### ADDITIONAL INSURED (Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- 1. to bodily injury or personal injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
- 2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof.

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## Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 16 of 35

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

### COVERAGE A - BODILY INJURY LIABILITY

COVERAGE 8 - PROPERTY DAMAGE LIABILITY

#### ADDITIONAL INSURED (Vendors - Broad Form)

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:

(a) any express warranty unauthorized by the named insured;

(b) bodily injury or property damage arising out of

(i) any physical or chemical change in the form of the product made intentionally by the vendor,

- (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
- (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
- (iv) products which after distribution or sale by the named insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2. The insurance does not apply to any person or organization, as **insured**, from whom the **named insured** has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

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## Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 17 of 35

## AMENDATORY ENDORSEMENT - Other Insurance

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It is agreed that endorsed provisions excluding any job insured by another carrier shall no longer apply when such other insurance on that job has been terminated.

It is further agreed that the insured shall advise the company as soon as practical of such termination of such other insurance but failure to do so through error or oversight shall not invalidate the terms of this endorsement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Effective Date Expiration Date For attachment to Policy or Bond No.LG1-121-010461-187 Audit Basis issued to

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End. Serial No. 12

Authorized Representative

Form 102

## **RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT**

In order to comply with the Resident Agents Laws of the State of Louisiana, the countersignature . hereto is to be considered the valid countersignature to the undermentioned Policy, insofar as concerns that portion of the Risk located in said State. v,

It is further understood and agreed that the following form or forms of Endorsements attached to and made a part of this Policy shall apply to that portion of the Risk located in the State of Louisiana:

Contractual Endorsement	LG2045
Interpretation of Notice of Accident Condition	102 ·
Deductible Care, Custody and Control Coverage	102
Definition of Executive Officer	ISOG530

Countersigned by

Sales Office and No.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-187 Audit Basis Issued to

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#### Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 19 of 35

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## RETROSPECTIVE PREMIUM ENDORSEMENT - PLAN (D) Short Form

It is agreed that the premium for the policy shall be computed in accordance with the provisions of Retrospective Premium Endorsement --- Plan\_\_\_\_ forming a part of policy\_WC2-121-010461-397 TD33/7 issued to the named insured.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

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Effective Date
For attachment to Policy or B
Audit Basis

Expiration Date ond No. LG1-121-010461-187 Issued to

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End. Serial No. 10

Authorized Representative

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v<sup>\*</sup>

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## WATERCRAFT EXCLUSION

It is agreed that Exclusion (e) of the policy is hereby deleted with respect to Hired & Non-Owned watercraft.

This endorsement is executed by the company below designated by an entry in the box opposite its name,

Premium \$ Included in Composite Rates Expiration Date Effective Date For attachment to Policy or Bond No. LG1-121-010461-187 Audit Basis Issued to

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## Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 21 of 35

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

## COVERAGE A - BODILY INJURY LIABILITY COVERAGE B - PROPERTY DAMAGE LIABILITY

COVERAGE P --- PERSONAL INJURY LIABILITY

#### FOREIGN COVERAGE ENDORSEMENT

#### it is agreed that:

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#### I POLICY TERRITORY

With respect to claims made or suits brought against any person or organization who is an insured under subdivisions (a), (b) or (c) of the "PERSONS INSURED" Section, the term "policy territory" is amended by adding the following subdivision (4):

(4) onywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "Toreign based operations" means (1) the ownership, maintenance or use of premises outside the United States of America, the territories or possessions or Canada or (2) the manufacture, sale or distribution of goods or products at or from such premises.

#### II INVESTIGATION; DEFENSE; SETTLEMENT - FOREIGN CLAIMS OR SUITS

The company shall have the right but not the duty to investigate, settle or defend any claim mode or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, withe or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

#### III. OTHER INSURANCE

With respect to loss to which this policy applies by reason of subdivision (4) of the definition of "policy territory", the insurance afforded by this policy does not apply to that portion of the loss for which the insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

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This endorsement modifies such insurance as is afforded by the policy relating to the following:

Coverage B - Property Damage Liability

DESCRIBED PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

It is agreed that with respect to the property described in this endorsement, exclusion (k) of the policy is inapplicable, subject, however, to all of the other provisions of the policy not expressly modified by this endorsement and the following additional provisions:

- 1. This insurance does not apply to injury to or destruction of the described property while in transit.
- 2. This insurance does not apply to liability arising from errors or mistakes in design, plans or specifications committed by the insured or any subcontractor of the insured.
- 3. This insurance shall not apply to that portion of any loss with respect to which the insured has any other insurance whether on a primary, excess or contingent basis or would have such insurance but for the existence of the policy.
- (a) The company's obligation under this endorsement to pay damages on behalf of 4\_ the insured, as the result of one occurrence applies only to the amount of damages in excess of \$1,000.
  - (b) The terms of the policy including those with respect to (1) the company's rights and duties with respect to the defense of suits and (2) the insured's duties in the event of any occurrence apply irrespective of the application of the deductible amount.
  - (c) The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named\_insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company

Policy No.: LG1-121-010461-187

Endorsement No. 6 Page 1 of 2

L-G2042 (1-1-73)

5. The total limit of the company's liability for all damages because of injury to or destruction of property covered under this endorsement is \$25,000.

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#### Described Property

Blanket Coverage for any property deemed to be in the insureds care, custody or control. ¢

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Included in Composite Rate Effective Date Expiration Date For attachment to Policy or Bond No. LG1-121-010461-187 Audit Basis Issued to

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Countersigned by Authorized Representative

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End. Serial No. 6 Page 2 of 2 .

Form-102

## Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 24 of 35

#### Interpretation of Notice of Accident Condition

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It is agreed that Condition 4 - Notice of Injury is amended as follows:

When an injury occurs, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after the injury comes to the knowledge of the executive responsible for insurance. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the insured and of available witnesses.

## FAILURE TO DISCLOSE HAZARDS EXISTING ON EFFECTIVE DATE OF POLICY

It is agreed that the failure of the named insured to disclose all hazards existing at the effective date of the policy shall not prejudice the insured with respect to the insurance afforded by the policy provided such failure is not intentional or due to the named insured's negligence.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

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## Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 25 of 35

## PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows;

#### COVERAGE P -- PERSONAL INJURY LIABILITY

The compony will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as **damages** because of **personal injury**, and the company shall have the right and duty to defend any suit against the insured seeking **damages** on account of such **personal injury**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any other investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any other investigation. claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judaments or settlements.

Exclusions: This coverage does not apply to personal injury arising out of:

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(a) acts committed by or at the direction of the insured for the purpose of causing injury;

(b) breach of contract or agreement;

(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

(d) discrimination which is unlawful or which is committed by or at the direction of the insured.

#### II. COVERAGE P -- LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate." Subject to the above provision respecting "general aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the **insured**, such percentage of the loss shall be borne by the **insured**; provided the company may pay the **insured**'s partian of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

#### III. COVERAGE P --- POLICY PERIOD; TERRITORY

This policy also applies to personal injury which occurs during the policy period within the policy territory; provided, however, that personal injury arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

#### IV. COVERAGE P -- DEFINITIONS

"domages" also includes any domages which are payable because of personal injury to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term "personal injury" shall not include injury included within the definitions of "bodily injury" and "property damage."

Schedule Limits of Liability s general aggregate 500,000 Insured's Participation 0 cer cent

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Authorized Representative

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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A - BODILY INJURY LIABILITY

COVERAGE B - PROPERTY DAMAGE LIABILITY

#### CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

#### (All Written Contracts Except Incidental Contracts)

## It is agreed that:

#### I. CONTRACTUAL LIABILITY

Coverages A and B also apply to liability assumed by the named insured under an insured contract, subject to the limits of liability and other provisions of the policy applicable to Coverages A and B, except as expressly modified by this endorsement.

The company will defend any claim or suit against the indemnitee which the named insured is required to defend by the specific terms of an insured contract, but only to the same extent and on the same terms as if the indemnitee were the insured under the policy and then only if all of the following conditions are satisfied: (1) the claim or suit seeks damages for which the indemnitee is legally entitled to indemnification under the insured contract, (2) the policy covers.such damages and (3) the applicable limit of the company's liability with respect to such damages has not been exhausted by payment of judgments or settlements.

#### II. EXCLUSIONS

All exclusions, including exclusion (g), applicable to Coverages A and B apply to liability assumed under an **insured contract**, except exclusions (a), (b), (d) and (j). The following additional exclusions apply to such liability:

#### The insurance does not apply

- (1) to any bodily injury a property damage which does not arise out of to) operations performed or services furnished by the named insured or the operations performed for or property furnished to the named insured or (c) the maintenance or use of real or personal programy owned by an rented to the named insured or of cosements or other property rights or privileges granted to the named insured or (d) the handling or use of or the existence of any condition in the named insured's products;
- named insured in the number of the number of the existence of any continue in the number a product.
  (2) if the indemnited is an architect, angineer or surveyer, to bodily injury or property damage arising out of any professional previous previous previous previous previous previous previous and (b) supervisory, inspection or engineering services; provided that with respect to the Architect, his against a previous described in the indemnitical insues of any Standard American Institute of Architect Documents forming a part of our insured contract, the following accuration is substituted: The insurance does not apply to the liability of the Architect, his against and employees described in the indemnification clause of non-proval of maps, drawings, opinions, reports, surveys, change orders, design or specifications, or (2) the giving or failure to give directions or instructions by the Architect, his agents or employees, provided such giving or failure to give is the primary course of the bodily injury or property damage.
- (3) to any optimized for the poperty damage to property owned by, rented to or used by the indemnitee origing out of upergroups to property damage.
  (3) to any optimized for the named insured by the indemnitee or (b) to poy any fines, penolities or liquidated damages or (c) to poy any amount, or thenefits in account of bodily injury or property damage in excess of such compensatory damages as would be recoverable therefore in our retion of tort for ordinary negligence or (d) if the indemnitee is on employee of the named insured, to poy environment are length to in our action of tort for ordinary negligence or (d) if the indemnitee is on employee of the named insured, to poy environment are length to in our optication workmen's contensation, unemployment compensation, disability benefits or simular law or left if the indemnitee is on employee of the indemnitee with respect to bodily injury sustained by a fellow employee arising out of and in the course of his employment by the named insured.

#### III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"indemnitee" means the person or organization claiming indemnification from the named insured.

"insured contract" means any written contract mode prior to the occurrence giving rise to the brady injury or property damage with respect to which indemnification is claimed, but insured contract does not include (1) on incidental contract, (2) a warranty of fitness or quality of the named insured's products or (3) a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

#### IV. ARBITRATION

The word "suit" includes on orbitration proceeding to which the insured is required to submit by the terms of the insured contract or to which the insured has submitted with the company's consent, provided the company is entitled to exercise all of the insured's rights in the choice of orbitrations and in the conduct of any arbitration proceedings.

#### V. LIMITS OF LIABILITY

The limits of liability stated in the declarations as applicable under Coverage A—Bodily Injury Liability—and under Coverage B— Property Damage Liability—to "each occurrence" also include, respectively, any liability assumed under an insured contract with respect to bodily injury or property damage.

Subject to the above provision and the provisions of the policy respecting "each occurrence", the total liability of the company for all damages because of all property damage for which liability is assumed under all insured contracts shall not exceed the limit of liability for Coverage B stated in the declarations as "aggregate", or if no such limit is therein stated, the limit stated in this endorsement as "aggregate." Such aggregate limit shall apply separately with respect to each project away from premises awned by or rented to the named insured.

L-G2045 (1/1/73) LC LG LM LO Page I of 2

# Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 27 of 35

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Countersigned by Authorized Representative

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# Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 28 of 35

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## AMENDATORY ENDORSEMENT

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It is agreed that Item 1, Named Insured, is amended to include the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon to include state Management for Hopeman , but only with Brothers Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Effective Date For attachment to Policy or Bond No. Audit Basis Issued to	Expiration Date LG1-121-010461-187	BLIBERTY MUTUAL INSU DLIBERTY MUTUAL FIRE Burg & Bornan	IRANCE COMPANY INSURANCE COMPANY Malin & Ballin
Work Units 1 -			
	Countersigned by	Authorized Repre	entative
Issued	Sales Office and No.	End. Serial No.	2
			Form 102

## Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 29 of 35

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#### Broad Form Named Insured Endorsement

The term "named insured" includes in addition to the person or organization named in Item 1 of the declarations:

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r.	Wayne	Manufacturing	Corporation,		4

and any business entity incorporated or organized under the laws of the United States of America (including any State thereof) its territories or possessions or Canada (including any Province thereof) while the person or organization named in Item 1 of the declarations or the aforenamed owns, during the policy period, an interest in such entity of more than fifty per cent (50%).

The person or organization named in Item 1 of the declarations by acceptance of this policy is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy, including the giving and receiving of notice of cancellation, the payment of premiums and the receiving of return premiums, if any, and of such dividends as may be declared by the company.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Effective Date

Expiration Date For attachment to Policy of Bond No. LG1-121-010461-187 Audit Basis issued to

Issued

☑ LIBERTY MUTUAL INSURANCE COMPANY D LIBERTY MUTUAL FIRE INSURANCE COMPANY

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Work Units 1 --

Countersigned by . . . . . . . .

Sales Office and No.

End. Serial No.

Authorized Representative

Form 102

Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Exhibit(s) 45 Page 30 of 35 COMPREHENSIVE GENERAL LIAF TY POLICY THIS POLIC CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS The named insured is hereby notified that by virtue of this policy he is a member of Liberty ĒĈ El LIBERTY Mutual Insurance Company and is entitled to vote either in person or by proxy at any MUTUA and all meetings of said company. FEB21 1977 HOP ത WAYNESSORD She annual meetings are held at its home LIBERTY MUTUAL INSURANCE COMPANY . BOSTON OFFICE office, Boston, Massachusetts, on the third BROTHE Wednesday of April in each year, at ten o'clock in the morning. FOR PROMPT INSURANCE SERVICE - CALL YOUR SERVICE OFFICE

#### (A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

#### COVERAGE A-BODILY INJURY LIABILITY

#### COVERAGE B-PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

#### Coverage A. bodily injury or Coverage B. property damage

to which this policy applies, caused by an occurrence, and the com-pany shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or prop-erty damage, even if any of the allegations of the suit are ground-less, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner:
- (b) to bodily injury or property damage arising out of the owner-ship, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snow-mobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - any watercraft owned or operated by or rented or loaned to any insured, or
  - (2) any other watercraft operated by any person in the course of his employment by any insured;

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PAGE I

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured:

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- to bodily injury or property damage arising out of the dis-charge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste (f)materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - (1) liability assumed by the insured under an incidental contract, Or
  - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
  - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes,
  - if such liability is imposed
  - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribu-tion or use of any alcoholic beverage, or by reason of the selling, serving or giving of any alco-
  - holic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

- to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensa-tion, unemployment compensation or disability benefits law, or under any similar law;
- to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of (i)damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
  - (1) property owned or occupied by or rented to the insured,
  - (2) property used by the insured, or
  - property in the care, custody or control of the insured (3) or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to

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property damage (other than to elevators) arising out of the an elevator at premises owned by, rented to or controlled by the named insured;

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- to property damage to premises alienated by the named insured arising out of such premises or any part thereof; (1)
- (m) to loss of use of tangible property which has not been physi-cally injured or destroyed resulting from
  - a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
  - (2) the failure of the named insured's products or work per-formed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physi-cal injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising
- out of such products or any part of such products;
  to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein,

#### SUPPLEMENTARY PAYMENTS

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The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all inferest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, prepremiums on bonds to release attachments in any such suit, pre-miums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furgish any such bonds: to apply for or furnish any such bonds;
- expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy (c) applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or de-fense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

#### PERSONS INSURED \

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- if the named insured is designated in the declarations as other (c) than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stock-holder thereof while acting within the scope of his duties as such:
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (iii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance avail-able, either on a primary or excess basis, to such person or organization;

provided that no person or oganization shall be an  ${\bf insured}$  under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or property dam-age arising out of, the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

#### LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy. (2) persons or one animations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the subject to the above provision respecting each occurrence, the total liability of the company for all damages because of [1] all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B-The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not ex-ceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence" the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregrate":

- (1) all property damage arising out of premises or operations rated an property damage ansing out or premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage in-cluded in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liabil-ity is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural altera-tions at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the **property** damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

PAGE 2

**Coverages A and B**—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

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#### 7 POLICY TERRITORY

This policy applies only to bodily injury or property damage which occurs within the policy territory.

## ${ m VI}$ definitions

When used in this policy (including endorsements forming a part hereof) :

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof.
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifices "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality. (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability; "mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not selfpropelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment;

"named insured" means the person or organization named in Item I of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

#### CONDITIONS

**Premium** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. V1

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

PAGE 3

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

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Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

#### Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured sall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

ten agreement of the insured, the claimant and the company. Any person or organization or the legal representative thereof. who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

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When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

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(b) Contribution by Limits If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

**Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.  $\blacksquare$ 

**Cancellation** This policy may be cancelled by the **named insured** by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing. If the **named insured** cancels earned premium shall be compated

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**Declarations** By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Auce E. Doorman

SECRETARY

Melvin B. Bradshaw PRESIDENT

PAGE 4 (See Page 5)

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVER-AGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

#### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

#### It is agreed that:

The policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
  - the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.
- 11. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

SECRETARY

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

LIBERTY MUTUAL INSURANCE COMPANY

Un E. Dooman

Melvin B. Bradston

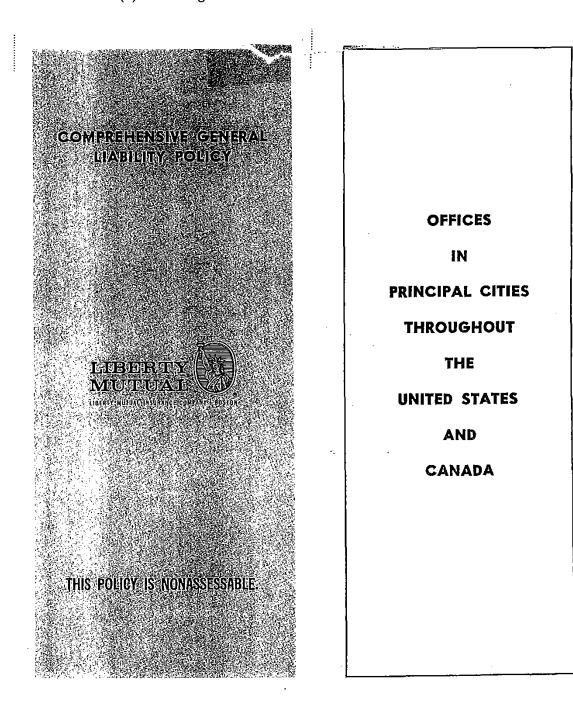
PRESIDENT

A0009 G320 10/1/66

PAGE 5

## Case 24-32428-KLP Doc 86-45 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 45 Page 35 of 35

SHORT	RATE CA	NCELATIO	ON TABLE
	Per Cent	e e	Per Cent
Days	of	Days	of
Policy	Qne Year		One Year
in Force	Promium	in Force	Premium
1	6	5 154-156 157-160	63
2	6	157-160	54
3-4	7		55
Б 6 7- 8	8		56
7- 8 9- 10	10		59
11-12	14		
13 - 14			(6 mos.) 60
15- 16	13	183-187	61
17-18	14		62
19- 20	16		63
21 22	16	197-200	64
23- 25 26- 29	17		65
30- 32	(1 mo.) 19		
33- 36	ໍ ໌ ໑ʌ		
37- 40			69
41-43		224-228	70
44-47	23	229-232	71
48- 51	24		72
52- 54	25	238-241	
55- 58	26		(8 mos.) 74
69- 62 63- 66	(2 mos.) 27	247-250	75
66- 69	0.0		· · · 76
70- 73	90		70
74-76	31		
17- 80	32		(9 mos.) 80
81-83	33		81
84 87	34		82
88- 91	(3 mos.) 36		83
92-94	36	288-291	
95~ 98		292-296 297-301 302-305	85
99-102	38	291~301	(10
103-105 106-109	40	302-306	(10 mos.) 87 
110-113 114-116	42		
117-120	43		, , , 91
121-124	(4 mos.) 44		
125-127	45		
128 - 131	46	333-337	(11 mos.) 94
132-135	47	338-342 343-346 347-351	95
136-138 139-142	48	340-340	· · · 96 · · · 97
143-146	50	352-355	
147-149		356-360	99
	(5 mos.) 52	361-365	(12 mos.) 100
If the	policy has t	een in effe	t for twelve
policy has	been in eff	ect for more	t for twelve pilles. If the b than twelve be determined nual premium of one year. the full policy sulate the pro- of the ratio of
months, th	he earned pre	mlum shall i	be determined
as for a 1	polloy writter	nine full ani 1 for a term	of one year
(2) Dedu	t such prem	lum from ti	te full policy
rata earne	and on the re d premium o	mainder calc	ulate the pro
the length	of time beyo	nd one year	the ratio of the policy has beyond one nally written.
year for w	rect to the lo which the poll	angth of tim	e beyond one
(3) Add	premlum prod	luced in acc	nally written. ordance with ned premium ffect.
provisions during par	(1) and (2)	to obtain ear	ned premium
~~	the policy h	ma neau, tri 6	11001.



ST. PIERRE (HBI) -797

Case 24-32428-KLP Doc 86-46 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 46 Page 1 of 12



400 POYDRAS STREET SUITT 1200 NEW ORLEANS, LA. 70130

PHONE 504.524.5510 FACSIMILE 504.524.7887

WWW.COURINGTON-LAW.COM

Blaine A. Moore, Esq. bmoore@courington-law.com

August 9, 2011

VIA U.S. MAIL

Gerolyn Roussel, Esq. Roussel & Clement 1714 Cannes Dr. La Place, LA 70968

> RE: Wayne Joseph St. Pierre v. Northrop Grumman Ship Systems, Inc., et al C.A. No. 09-12001, Div. G-11 Civil District Court for Orleans Parish, Louisiana Our File No.: 200100-05184 (HB) 200100-25184 (LM/Wayne)

Dear Gerolyn:

Enclosed please find a copy of correspondence sent to Gary A. Lee. Esq. and documents provided in response to Albert Bossier, Jr. and J. Melton Garrett's Notice of 1442 Deposition and Subpoena Duces Tecum served on Hopeman Brothers, Inc. in the above-referenced matter.

With kind regards, I remain

trulv va

Blaine A. Moore

BAM/cwd Enclosures



#### Case 24-32428-KLP Doc 86-46 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc

Exhibit(s) 46 Page 2 of 12



400 POYDRAS STREET SUITE 1200 NEW ORLEANS, LA. 70130

> PHONE: 504.524.5510 FACSIMILE: 504.524.7887

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Blaine A. Moore, Esq. bmoore@courington-law.com

August 8, 2011

#### VIA HAND DELIVERY

Gary Lee, Esq. Lee, Futrell & Perles 201 St. Charles Ave., Ste. 4120 New Orleans, LA 70170

> Re: Wayne Joseph St. Pierre v. Asbestos Defendants, et al C.A. No. 09-12001, Div. G, Civil District Court for Orleans Parish Our File Nos.: 200100-05184 (HB, Inc.) 200100-25184 (LM/Wayne)

Dear Gary:

Enclosed please find a letter from Charles N. Johnson, Jr.'s personal physician, Dr, Evan J. Wenger, stating that Charlie, who is 83 years old, is unable to sit for a deposition and unable to testify in any capacity due to the stroke he had in 2010. As you are aware, Charlie Johnson has been the designated corporate representative of Hopeman Brothers, Inc. for many years.

We appreciate your position relative to a corporate deposition and are providing you with both the original Affidavit from Liberty Mutual Insurance Co. as to the certain "verified" Wayne policies previously produced and an affidavit from Kaye N. Courington as to the authenticity of the policies issued to Hopeman and Wayne that were located in Hopeman's files pursuant to your most recent subpoena, which are contained in the enclosed compact disk. Having these documents in hand should satisfy any questions of authenticity. I note that Liberty Mutual has advised that the Policy Certification Forms (you also requested the originals) do not issue with a "wet" signature. Consequently, you have the correct Policy Certification Forms for the certain "certified" policies previously produced.

Your Corporate Deposition Notice was non-specific as to other areas of inquiry except to generally specify someone to discuss insurance policies. Under the circumstances, considering Mr. Johnson's illness, we have no choice except to file another Motion to Quash and for Protective Order along with a Motion to Suspend or Continue the Corporate Deposition until a hearing can be had on the Motion to Quash.

Case 24-32428-KLP Gary A. Lee, Esq. August 8, 2011 Page 2

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Should you have any questions or concerns regarding the enclosed, please do not hesitate to contact my office.

With kindest regards, I remain

2. Moory / / Clip Very truly yours,

Blaine A. Moore

BAM/LOO/cwd Enclosures

Name:

Acknowledgement of receipt.

## Case 24-32428-KLP Doc 86-46 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc 02/02 Aug. 4. 2011 3:18PM Duncan Courington & Rydderg No. 9941 P. 3

Evan Wenger, M.D. Shenandoah Valley Neurological 70 Medical Center Dr., Ste. 206 Fishersville, VA 22939 Telephone: (540) 932-5878 Facsimile: (540) 332-5876

#### August 4, 2011

RE: Charles Johnson, Jr. DOB: 5/5/1928

To Whom It May Concern:

Mr. Johnson is a patient of mine since 2010 after he sustained a left thalamic intracranial hemorrhage. I am his neurologist. He cannot travel due to right sided weakness from the bleed. Furthermore, he has dementia that affects his memory which would impair his ability to give a clear and accurate deposition.

I am available if there are further questions or concerns.

Sincerely,

Evan Wenger

Case 24-32428-KLP

#### AFFIDAVIT

#### STATE OF LOUISIANA

#### PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

#### KAYE N. COURINGTON, ESQUIRE

who upon being duly sworn, did say the following:

- 1. That she is of the age of majority and is capable to make this attestation;
- 2. That she has personal knowledge of the matters attested to herein;
- 3. That she is National Counsel for Hopeman Brothers, Inc.;
- 4. That the insurance policies identified in the Policy Index attached as Exhibit "A," which are being produced in the matter of *Wayne Joseph St. Pierre vs. Northrop Grumman Shipbuilding, Inc., et al.*, filed in the Civil District Court for the Parish of Orleans, bearing docket number 09-12001, Division "G," Section 11, are to the best of her knowledge true, and correct authentic policies of insurance issued to Hopeman Brothers, Inc. and/or Wayne Manufacturing Corporation by Liberty Mutual Insurance Company and other insurance companies;
- 5. That these policies were transmitted to her by Hopeman Brothers, Inc.;
- To the best of her knowledge, these policies were kept in the ordinary course of business by Hopeman Brothers, Inc.;
- 7. That no further policies for this time period have been located; and
- Hopeman Brothers, Inc. does not waive any other objections and is not stipulating as to what coverages may or may not exist or as to interpretation of policy terms. Therefore, Hopeman Brothers, Inc. reserves any other objections that do currently

or may in the future exist as to the documents admissibility in this case or any

other matter.

This  $\underline{\mathscr{S}^{\text{+}}}$  day of August, 2011.

KAYEN. COURINGTON,

SWORN TO AND SUBSCRIBED BEFORE ME THIS 8th DAY OF AUGUST, 2011.

NOTARY PUBLIC

Louis O. Oubre Notary Public ID# 58831 LA Bar # 25202 Parish of Orleans Statewide Jurisdiction 400 Poydras St., Ste. 1200 New Orleans, LA 70130 My Commission Issued for Life

C.A. No.	
09-12001, D	Wayne Jose
Div. G, Civil Distric	ph St. Pierre
istrict Court fo	Vayne Joseph St. Plerre, et al v. NGSS, et al
C.A. No. 09-12001, Div. G, Civil District Court for Orleans Parish	5, et al

# LIBERTY MUTUAL INSURANCE POLICIES PROVIDED TO GARY LEE FROM HB FILES

-		2
1	LP-1021-300988-39R	3/1/59 to 3/1/60
2	LP1-121-207107-30R	
ω	LP1-121-040461-053R	3/1/63 to 3/1/64
4	LP1-121-012514-023R	3/1/63 to 3/1/64
5	LP1-121-010461-054R	3/1/64 to 3/1/65
6	LP1~121-010461-114R	3/1/64 to 3/1/65
7	LP1-121-010461-205R	1/1/65 to 1/1/66
8	LP1-121-01046-185R	1/1/65 to 1/1/66
9	LP1-121-010461-186R	1/1/66 to 1/1/67
10	LP1-121-010461-206R	1/1/66 to 1/1/67
11	LG1-121-010461-187R	1/1/67 to 1/1/68
12	LG1-121-010461-207R	1/1/67 to 1/1/68
13	LG1-121-010461-188R	1/1/68 to 1/1/69
14	LG1-121-010461-208R	1/1/68 to 1/1/69
15	LG1-121-010461-189R	1/1/69 to 1/1/70
16	LG1-121-010461-209R	1/1/69 to 1/1/70
17	LG1-121-010461-180R	1/1/70 to 1/1/71
18	LG1-121-010461-200R	1/1/70 to 1/1/71
19	LG1-121-010461-181R	1/1/71 to 1/1/72
20	LG1-121-010461-201R	1/1/71 to 1/1/72
21	LG1-121-010461-182R	1/1/72 to 1/1/73
22	LG1-121-010461-202R	1/1/72 to 1/1/73
23	GL-26-9655	9/1/72 to 4/2/73
24	LG1-121-010461-183R	1/1/73 to 1/1/74
25	LG1-121-010461-203R	1/1/73 to 1/1/74
26	LG1-121-010461-184R	1/1/74 to 1/1/75

abbles EXHIBIT V

Page | 1

C.A. No. 09-12001, Div. G, Civil District Court for Orleans Parish
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# LIBERTY MUTUAL INSURANCE POLICIES PROVIDED TO GARY LEE FROM HB FILES

52	51	50	49	48	47	46	45	44	43	42	41	40	39	38	37	36	35	34	33	32	31	30	29	28	27	
4SX010215	K 22908	CX.2946	CU. 8743	CU.8737	CU. 8736	CU.7631	GC 5500415	GC 403005	XCP 3914	NSX 9220	XCP 3721	XBC 1818	HEC 9006897	HEC 4495647	HEC 9793669	XLX 1202681	XBC 41712	RDX 8937181	RDX 889-44-50	O1XN 542WCA	O1XN 541WCA	LE1-121-010461-314R	LG1-121-010461-187	LG1-121-010461-186	LG1-121-010461-185R	Insurance Policy No.
	4/2/70 to 4/2/73	4/2/70 to 4/2/73	2/14/68 to 3/14/71	2/14/68 to 3/14/71	2/14/68 to 3/14/71	3/2/67 to 4/2/70	3/14/74 to 3/14/77	3/9/71 to 3/14/74	4/2/73 to 3/14/77	2/14/71 to 3/14/74	3/14/71 to 3/14/74	1/29/65 to 2/29/68	10/30/75 to 3/14/77	3/28/74 to 3/14/77	3/14/71 to 4/14/74	3/28/74 to 3/14/77	2/14/68 to 3/14/71	3/14/74 to 3/14/77	2/14/71 to 3/14/74	3/28/74 to 3/14/77	3/14/74 to 3/14/77	3/14/74 to 3/14/77	1/1/77 TO 1/1/78	1/1/76 to 1/1/77	1/1/75 to 1/1/76	Policy Period

Wayne Joseph St. Pierre, et al v. NGSS, et al C.A. No. 09-12001, Div. G, Civil District Court for Orleans Parish

## LIBERTY MUTUAL INSURANCE POLICIES PROVIDED TO GARY LEE FROM HB FILES

	Insurance Policy No.	Policy Period
53	XL 111 017055274-5	3/14/74 to 3/14/77
54	XL 111 017052974-3	3/28/74 to 3/14/77
55	M81707	3/28/74 to 3/14/77
56	NSX 12057	3/14/74 to 3/14/77
57	590XA6116	3/14/74 to 3/14/77
58	CUP-2669174	1/29/65 to 1/29/68

Page | 3

Case 24-32428-KLP

#### CIVIL DISTRIC COURT FOR THE PARISH OF NEW ORLEANS STATE OF LOUISIANA

Plaintiff,

Defendants.

§ §

-vs-

WAYNE JOSEPH ST. PIERRE,

Cause No.: 2009-12001

NORTHROP GRUMMAN SHIPBUILDING, INC.,) Et al. )

## AFFIDAVIT OF PATRICIA FAUNCE

STATE OF MAINE

COUNTY OF ANDROSCOGGIN §

Before me, the undersigned authority, <u>Patrice Faunce</u> personally appeared, who being by me duly sworn, deposed as follows:

1. My name is Patricia Faunce, I am of sound mind, capable of making this affidavit, and am personally acquainted with the facts stated herein:

2. I am employed by Liberty Mutual Insurance Group ("Liberty Mutual") at 1775 Lisbon Road, Lewiston, Maine, 04240, and the facts stated in this Affidavit have become known to me through my employment therewith.

3. I have been employed by Liberty Mutual since 1973. I currently hold the title of Manager, Commercial Markets Underwriting Support Operations, and am responsible for policy and audit production and have held this position since July 2010.

4. I have access to various internal database systems which I can use to attempt to verify and confirm whether or not a Liberty Mutual entity has issued a particular policy.

5. I have cross-referenced the policy numbers set forth in this paragraph with our internal database system that tracks policy numbers and have confirmed that Liberty Mutual

1678642.1

#### Case 24-32428-KLP Doc 86-46 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 46 Page 11 of 12

Insurance Company issued policy LG1-121-010461-184 for the period 01-01-84 to 01-01-85 in the regular course of business as stated above:

6. Attached hereto are copies of documents which I have been informed were provided to Liberty Mutual by counsel Louis O. Oubre in a capacity other than as counsel for Liberty Mutual in this matter, alleged to comprise copies or partial copies of policies issued by Liberty Mutual under which Wayne Manufacturing Company was insured for the following periods:

LP1-121-012514-023R	03-01-63 to 03-01-64
LP1-121-010461-114R	07-21-64 to 03-01-65
LP1-121-010461-205R	01-01-65 to 01-01-66
LP1-121-010461-206R	01-01-66 to 01-01-67
LG1-121-010461-207R	01-01-67 to 01-01-68
LG1-121-010461-208R	01-01-68 to 01-01-69
LG1-121-010461-189	01-01-79 to 01-01-80
LG1-121-010461-180	01-01-80 to 01-01-81
LG1-121-010461-181	01-01-81 to 01-01-82
LG1-121-010461-182	01-01-82 to 01-01-83
LG1-121-010461-183	01-01-83 to 01-01-84
LG1-121-010461-184	01-01-84 to 01-01-85

7. I have cross-referenced the policy numbers set forth in the preceding paragraph with our internal database system that tracks policy numbers and, except as provided in paragraph 5, have been unable to confirm that Liberty Mutual issued such policies.

8. I also have been informed that Liberty Mutual has conducted a search of its records for policies with the policy numbers set forth in paragraph 6 and has

1678642.1

2

#### Case 24-32428-KLP Doc 86-46 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 46 Page 12 of 12

been unable to locate copies of such policies. In the absence of a policy in its original form held by Liberty Mutual in the regular course of business, Liberty Mutual is unable to certify a policy as a true and complete copy of a policy issued by Liberty Mutual.

9. Though I cannot certify any of the attached documents constitute true and complete copies of policies issued by Liberty Mutual, based on my review of the documents provided, I acknowledge that the documents appear to be forms used by Liberty Mutual in connection with the issuance of policies in the regular course of business for the time periods referenced.

tricia Faunc

In witness whereof I have hereunto subscribed my name and affixed my official seal this 3/ day of April, 2011.

My commission expires: September March

## CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

1021 NUMBER: 06076

DIVISION "

SEC: " ) 2

FRANK P. RAGUSA, JR.

versus

LOUISIANA INSURANCE GUARANTY ASSOCIATION; HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); ALBERT BOSSIER, JR.; BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.; THE MCCARTY CORPORATION (SUCCESSOR TO MCCARTY BRANTON, INC., AND PREDECESSOR AND SUCCESSOR TO MCCARTY INSULATION SALES, INC.); TAYLOR-SEIDENBACH, INC.; CBS CORPORATION (f/k/a WESTINGHOUSE ELECTRIC CORP.); UNIROYAL, INC.; INTERNATIONAL PAPER COMPANY; SHELL OIL COMPANY; THE DOW CHEMICAL COMPANY; EXXON MOBIL CORPORATION (formerly EXXON CORPORATION, formerly HUMBLE OIL & REFINING COMPANY, formerly ESSO STANDARD OIL COMPANY, formerly STANDARD OIL COMPANY OF NEW JERSEY); WYETH HOLDINGS, LLC (f/k/a WYETH HOLDINGS CORPORATION, f/k/a AMERICAN CYANAMID COMPANY); ZENECA, INC. (Successor by merger to RUBICON CHEMICALS, INC.); BP PRODUCTS NORTH AMERICA, INC. (f/k/a BP EXPLORATION & OIL, INC f/k/a BP OIL, INC.); MURPHY OIL USA, INC.; EXXONMOBIL OIL CORPORATION (f/k/a MOBIL OIL CORPORATION); HEXION, INC. (f/k/a MOMENTIVE SPECIALTY CHEMICALS, INC, f/k/a HEXION SPECIALTY CHEMICALS, INC. f/k/a BORDEN CHEMICAL, INC. f/k/a BORDEN, INC. f/k/a THE BORDEN COMPANY); UNION CARBIDE CORPORATION; ENTERGY LOUISIANA, LLC (f/k/a LOUISIANA POWER & LIGHT); PHARMACIA LLC (INDIVIDUALLY AND AS SUCCESSOR TO PHARMACIA CORPÓRATION, MONSANTO COMPANY, SUCCESSOR TO MONSANTO CHEMICAL COMPANY, AND SUCCESSOR TO LION OIL COMPANY); AIR PRODUCTS AND CHEMICALS, INC.; MARATHON PETROLEUM COMPANY LP; OCCIDENTAL CHEMICAL CORPORATION (formerly, HOOKER CHEMICALS & PLASTICS CORP., formerly, HOOKER CHEMICAL CORPORATION); RILEY POWER, INC. (formerly BABCOCK BORSIG POWER, INC. formerly DB RILEY, INC., formerly RILEY STOKER CORPORATION); LEGACY VULCAN, LLC; SYNGENTA CROP PROTECTION, LLC (f/k/a SYNGENTA CROP PROTECTIONS, INC., SUCCESSOR IN INTEREST TO NOVARTIS CROP PROTECTION, INC., SUCCESSOR IN INTEREST TO CIBA-GEIGY CORPORATION); CF INDUSTRIES NITROGEN, LLC; FMC CORPORATION (successor by merger to LINK-BELT COMPANY); THE MANITOWOC COMPANY, INC.; CATERPILLAR GLOBAL MINING, LLC (as successor to Bucyrus International, Inc., successor to Marion Power Shovel Company); TEREX CORPORATION (successor to American Crane Corporation, f/k/a American Hoist & Derrick)

FILED:

### DEPUTY CLERK

## PETITION FOR DAMAGES

The petition of Frank P. Ragusa, Jr., a person of the full age of majority and resident of

the State of Louisiana, with respect represents:

1.

Defendants, Eagle, Inc. and Taylor-Seidenbach, Incorporated, are domestic corporations with their registered offices in the Parish of Orleans, State of Louisiana. In addition, tortious conduct of

EXHIBIT

Eagle, Inc., Taylor-Seidenbach, Incorporated, and The McCarty Corporation occurred in the Parish of Orleans. Moreover, C. Edwin Hartzman and Hettie Dawes Eaves were domiciled in Orleans Parish at the time of their deaths. Additionally, Mr. Ragusa was exposed to asbestos in the Parish of Orleans and received injury in the Parish of Orleans. Accordingly, venue is proper in Orleans Parish against all defendants pursuant to Louisiana Code of Civil Procedure Articles 42, 73, and 74.

2.

LOUISIANA INSURANCE GUARANTY ASSOCIATION; HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); ALBERT BOSSIER, JR.; BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.; THE MCCARTY CORPORATION (SUCCESSOR TO MCCARTY BRANTON, INC., AND PREDECESSOR AND SUCCESSOR TO MCCARTY INSULATION SALES, INC.); TAYLOR-SEIDENBACH, INC.; CBS CORPORATION (f/k/a WESTINGHOUSE ELECTRIC CORP.); UNIROYAL, INC.; INTERNATIONAL PAPER COMPANY; SHELL OIL COMPANY; THE DOW CHEMICAL COMPANY; EXXON MOBIL CORPORATION (formerly EXXON CORPORATION, formerly HUMBLE OIL & REFINING COMPANY, formerly ESSO STANDARD OIL COMPANY, formerly STANDARD OIL COMPANY OF NEW JERSEY); WYETH HOLDINGS, LLC (f/k/a WYETH HOLDINGS CORPORATION, f/k/a AMERICAN CYANAMID COMPANY); ZENECA, INC. (Successor by merger to RUBICON CHEMICALS, INC.); BP PRODUCTS NORTH AMERICA, INC. (f/k/a BP EXPLORATION & OIL, INC., f/k/a BP OIL, INC.); MURPHY OIL USA, INC.; EXXONMOBIL OIL CORPORATION (f/k/a MOBIL OIL CORPORATION); HEXION, INC. (f/k/a MOMENTIVE SPECIALTY CHEMICALS, INC, f/k/a HEXION SPECIALTY CHEMICALS, INC. f/k/a BORDEN CHEMICAL, INC. f/k/a BORDEN, INC. f/k/a THE BORDEN COMPANY); UNION CARBIDE CORPORATION; ENTERGY LOUISIANA, LLC (f/k/a LOUISIANA POWER & LIGHT); PHARMACIA LLC (INDIVIDUALLY AND AS SUCCESSOR TO PHARMACIA CORPORATION, MONSANTO COMPANY, SUCCESSOR TO MONSANTO CHEMICAL COMPANY, AND SUCCESSOR TO LION OIL COMPANY); AIR PRODUCTS AND

CHEMICALS, INC.; MARATHON PETROLEUM COMPANY LP; OCCIDENTAL CHEMICAL CORPORATION (formerly, HOOKER CHEMICALS & PLASTICS CORP., formerly, HOOKER CHEMICAL CORPORATION); RILEY POWER, INC. (formerly BABCOCK BORSIG POWER, INC. formerly DB RILEY, INC., formerly RILEY STOKER CORPORATION); LEGACY VULCAN, LLC; SYNGENTA CROP PROTECTION, LLC (f/k/a SYNGENTA CROP PROTECTIONS, INC., SUCCESSOR IN INTEREST TO NOVARTIS CROP PROTECTION, INC., SUCCESSOR IN INTEREST TO CIBA-GEIGY CORPORATION); CF INDUSTRIES NITROGEN, LLC; FMC CORPORATION (successor by merger to LINK-BELT COMPANY); THE MANITOWOC COMPANY, INC.; CATERPILLAR GLOBAL MINING, LLC (as successor to Bucyrus International, Inc., successor to Marion Power Shovel Company); TEREX CORPORATION (successor to American Crane Corporation, f/k/a American Hoist & Derrick) (hereinafter collectively referred to as "asbestos companies"), are all corporations incorporated under the laws of the various states of the United States. Asbestos companies all have their principal place of business in various states of the United States, as well as some foreign countries. All of them may be served under and by virtue of the Long Arm Statute of the State of Louisiana, either through their authorized agents, servants, and/or employees, or through the Secretary of State, State of Louisiana.

3.

From approximately June 5, 1972, through August 15, 1972, and again from February 5, 1975, through March 20, 1975, while Frank P. Ragusa, Jr. was a direct employee of Huntington Ingalls Incorporated (formerly Northrop Grumman Shipbuilding, Inc., formerly, Northrop Grumman Ship Systems, Inc., formerly, Avondale Industries, Inc., formerly Avondale Shipyards, Inc., formerly Avondale Marine Ways, Inc.) (hereinafter "Avondale"), C. Edwin Hartzman, James T. Cole, Hettie Dawes Eaves, John Chantrey, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, J. Melton Garrett, Burnette Bordelon, John Chantrey, Albert Bossier, Jr., and Dr. Joseph Mabey were executive officers of Avondale with the specific responsibility for the health and safety of Mr. Ragusa and his fellow employees during the time Mr. Ragusa was exposed to substances which resulted in his mesothelioma and other ill effects related thereto. C. Edwin Hartzman, James T. Cole, Hettie Dawes Eaves, John Chantrey, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, J. Melton Garrett, Burnette Bordelon, John Chantrey, Albert Bossier, Jr., and Dr. Joseph Mabey were executive officers of Avondale with the specific responsibility for the health and safety of Mr. Ragusa and his fellow employees during the time Mr. Ragusa was exposed to substances which resulted in his mesothelioma and other ill effects related thereto. C. Edwin Hartzman, James T. Cole, Hettie Dawes Eaves, John Chantrey, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, J. Melton Garrett, Burnette Bordelon, John Chantrey, Albert Bossier, Jr., and Dr. Joseph Mabey were insured by American Motorists Insurance Company for the liability asserted herein, and plaintiff asserts a claim against Avondale for this liability pursuant to a buy-back contract and agreement.

4.

Under a buy-back contract and agreement between Avondale and American Motorists Insurance Company, Avondale is an additional insurer under the American Motorists Insurance Company policies providing coverage to Avondale and its executive officers and employees for the liability asserted in plaintiffs' petition. The plaintiffs assert an action against Avondale pursuant to this contract and agreement pursuant to La. Civil Code articles 1821-1823.

5.

Plaintiff also makes claims against The Louisiana Insurance Guaranty Association ("LIGA"), a private non-profit unincorporated legal entity created by LSA-R.S. 22:1375, which is the legal successor to Lamorak Insurance Company (as successor in interest to the liability for policies of insurance issued by Commercial Union Insurance Company, Employers Commercial Union Insurance Company, and American Employers Insurance Company), which is insolvent, based upon policies of insurance, included but not limited to, commercial general liability insurance policies, employers' liability policies, and/or excess liability insurance policies issued by Lamorak Insurance Company (as successor in interest to the liability for policies of insurance issued by Commercial Union Insurance Company, Employers Commercial Union Insurance Company, and American Employers Insurance Company) covering Eagle, Inc., Avondale, and the following executive officers of Avondale: C. Edwin Hartzman, James T. Cole, Hettie Dawes Eaves, John Chantrey, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, J. Melton Garrett, Burnette Bordelon, John Chantrey, Albert Bossier, Jr., and Dr. Joseph Mabey.

6.

Frank Ragusa, Jr. was employed in various positions by or on the premises of Avondale between June 5, 1972, and August 16, 1972, and again from February 5, 1975, through March 20, 1975. At various times during this employment, Mr. Ragusa was exposed to asbestos. Also, Mr. Ragusa was exposed to asbestos carried home on his person, clothing, and other items. These exposures to Mr. Ragusa caused and/or contributed to his development of mesothelioma and other related ill health effects, although the disease did not manifest itself until 2021. Mr. Ragusa's diagnosis of asbestos-related mesothelioma is directly attributable to his exposure to asbestos fibers prior to September of 1975. The medical evidence shows that Mr. Ragusa began to sustain tissue damage shortly after the inhalation of asbestos fibers and that he sustained distinct bodily injury in each year of his occupational exposure to asbestos. At various times during Mr. Ragusa's

employment by or on the premises of Avondale, he was exposed to dangerously high levels of toxic substances, including asbestos, in the normal routine course of his work. During Mr. Ragusa's employment at Avondale, he was exposed to asbestos and asbestos-containing products manufactured, distributed, sold, and/or handled by "asbestos companies."

7.

Defendant, Avondale, had the responsibility for the health and safety of Frank P. Ragusa, Jr. and his fellow employees during the time Mr. Ragusa was exposed to the substances which resulted in his cancer, mesothelioma, and other ill health effects related thereto. Avondale had the responsibility of providing Mr. Ragusa with a safe place to work; however, Avondale failed to protect him from the dangers of asbestos dust exposure, for which Avondale and its executive officers were aware or should have been aware of the dangerous condition presented by exposure to asbestos, and that Mr. Ragusa would suffer from asbestos-related diseases and other ill health effects associated therewith as a result of this exposure, but they failed and/or willfully withheld from Mr. Ragusa knowledge of the dangers to his health from exposure to asbestos fiber.

8.

In addition to the foregoing acts of negligence and intentional concealment, Avondale and its executive officers are guilty of the following:

- Failing to reveal and knowingly concealing critical medical information to a) Mr. Ragusa;
- b) Failing to reveal and knowingly concealing the inherent dangers in the use of asbestos, and other harmful substances in their manufacturing process and/or in connection with the work which exposed Mr. Ragusa;
- c) Failing to provide necessary protection to Mr. Ragusa;
- d) Failing to provide clean, respirable air and proper ventilation;
- e) Failing to provide necessary showers and special clothing;
- f) Failing to segregate work areas so that workers would not be exposed to deadly asbestos fiber;
- g) Failing to provide necessary and adequate respiratory protection;
- h) Failing to warn employees of the dangers associated with exposure to asbestos;
- i) Failing to use non-asbestos containing products on jobs where non-asbestos containing products were specified.
- Requiring employees to dispose of asbestos in dumpsters, into the river, and j) onto the land instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;

- k) Requiring employees to dispose of asbestos under buildings instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;
- 1) Failing to warn of the dangers of exposure to asbestos;
- Requiring employees to dispose of asbestos without precautions to prevent m) exposure;
- n) Failing to post warnings regarding asbestos and the hazards of same;
- 0) Failing to warn employees that exposure to asbestos could cause deadly diseases including mesothelioma, cancer, asbestosis, pleural thickening, and pleural plaques; and
- p) Failing to warn employees of the invisible nature of harmful asbestos, that it could be carried home on clothing and other objects by a worker, and that it could cause diseases such as asbestosis, pleural plaques, pleural thickening, cancer, and mesothelioma.

These defendants and individuals committed these intentional acts knowing full well that Mr.

Ragusa's injuries would follow or were substantially certain to follow.

9.

As a result of these exposures to asbestos, Mr. Ragusa contracted asbestos-related mesothelioma which was first diagnosed on approximately June 4, 2021.

10.

Avondale and its executive officers were aware or should have been aware of the dangerous condition presented by exposure to asbestos and that Mr. Ragusa would suffer from asbestos-related disease, including mesothelioma, lung cancer, cancer, and other related ill health effects, as a result of this exposure, but they failed and/or willfully withheld from Mr. Ragusa knowledge of the dangers to his health from exposure to asbestos fiber and other toxic substances.

11.

Avondale and its executive officers had the responsibility of providing Mr. Ragusa with a safe place to work and safety equipment with which to conduct his work; however, they negligently and/or intentionally failed to carry out these duties and failed to protect Mr. Ragusa from the dangers of toxic fiber and dust exposure knowing full well or being substantially certain that certain workers, including Mr. Ragusa, would develop disease as a result thereof.

12.

Avondale had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury of Mr. Ragusa and for which Avondale is strictly liable under Louisiana law.

### 13.

All asbestos companies had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury of Mr. Ragusa and for which these defendants are strictly liable under Louisiana law.

#### 14.

Defendants, Avondale and its executive officers, are answerable for the conduct of those handling asbestos products on their premises, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury to Mr. Ragusa, and for which defendants are liable under Louisiana law.

#### 15.

Avondale failed to exercise reasonable care for the safety of persons on or around their property and failed to protect Frank Ragusa, Jr. from the unreasonably dangerous conditions created by asbestos which existed at their job sites due to their failure to properly handle and control the asbestos which was in their care, custody, and control. At all times material herein, standards were in existence which required Avondale to provide to Mr. Ragusa and his coworkers who handled or were exposed to harmful material with protection from the harms of asbestos. Avondale failed and/or willfully refused to comply with these standards thereby resulting in exposure to asbestos to Mr. Ragusa, thereby resulting in his injuries.

16.

As a result of the aforementioned acts of the hereinabove named defendants, Mr. Ragusa contracted asbestos-related mesothelioma, and other related ill health effects as a result thereof, for which all defendants are jointly, severally, and in solido liable.

#### 17.

At all times material herein, Frank Ragusa, Jr. was exposed to asbestos manufactured, distributed, and sold by Hopeman Brothers, Inc. and Wayne Manufacturing Company. The asbestoscontaining products manufactured, distributed and/or sold by Hopeman Brothers, Inc. and Wayne Manufacturing Company were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, these defendants failed and refused to warn Mr. Ragusa of the danger of exposure to such products. They also failed to warn them of the invisible nature of the asbestos and that is could cause deadly diseases such as mesothelioma and cancer. As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, sold, and/or used by

these companies, Mr. Ragusa was exposed to asbestos fibers proximately causing his mesothelioma, cancer, and other related ill health effects. Plaintiff further contends that said defendants are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, defendants are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

18.

During Mr. Ragusa's employment with Avondale, Hopeman Brothers, Inc. also performed contracting work wherein asbestos-containing products were used. During this contracting work, Hopeman Brothers, Inc. exposed Mr. Ragusa to asbestos-containing products, which caused and/or contributed to his asbestos-related diseases and other related ill health effects. Defendant, Hopeman Brothers, Inc., had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in injury to Mr. Ragusa and for which Hopeman Brothers, Inc. is strictly liable under Louisiana law. Moreover, defendant, Hopeman Brothers, Inc., is answerable for the conduct of those handling asbestos products over which it had control, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in injury to Mr. Ragusa and for which defendant is strictly liable under Louisiana law.

#### 19.

In addition to the aforementioned acts of negligence, intentional tort, fraud, and strict liability of Hopeman Brothers, Inc. and Wayne Manufacturing Co., Hopeman Brothers, Inc. is also liable because Wayne Manufacturing Corporation was the alter ego of Hopeman Brothers, Inc. at all time material herein.

20.

Plaintiff also makes additional allegations against Hopeman Brothers, Inc. who was aware of the risk of harm presented by its asbestos products. Hopeman Brothers, Inc. either through exchange of information and/or industry sponsored studies was notified, either directly by its parent companies or by its manufacturing associations, that their products presented an unreasonable risk of harm. However, Hopeman Brothers, Inc. disregarded these notices, elected to conceal these hazards from plaintiff and continued to use and hold out these products as safe and non-toxic.

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21.

Hopeman Brothers, Inc. was informed that asbestos dust presented health risks by the U.S. Government or agencies acting on behalf of the U.S. Government no later than 1945. The U.S. Government issued advisories, through the U.S. Maritime Commission, to all government contractors regarding their findings of enumerated health risks in the work place. During the 1950s, the Department of Defense adopted and distributed to all government contractors, safety standards that pertained to the use of these defendants' products in various work places. In 1952, Louisiana adopted a workers compensation remedy for asbestosis. In the 1960s, the U.S. Government promulgated and published the Walsh-Healy Act which adopted safety standards and regulations regarding asbestos dust. Based on information and belief, each of these companies, their predecessor, and corporation officers were made aware of these findings at the time they were issued. Despite this knowledge, these companies continued to manufacture, distribute, relabel, fabricate, sell and install these products at plaintiff's worksites. This was done without warning to plaintiff and without the knowledge on the part of the plaintiff that he was in danger. Additionally, these defendants continued to market their products without disclosing the dangers and simultaneously affirming that their products were safe and non-toxic.

22

International Paper Company is the successor to U.S. Plywood. Throughout the time he was employed at Avondale, Mr. Ragusa was exposed to asbestos fiber from asbestos-containing materials manufactured, distributed, and/or sold by U.S. Plywood. At the time of his exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of U.S. Plywood.

23.

The asbestos-containing products manufactured, distributed and/or sold by U.S. Plywood were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, U.S. Plywood failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

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### 24.

During Frank P. Ragusa, Jr.'s exposure, defendant, Westinghouse Electric Corporation (now CBS Corporation, hereinafter "Westinghouse"), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to the employers of Frank Ragusa and/or to the owners of the premises where he worked, throughout his employment history. Such products were installed, removed, and repaired by or in close proximity to Frank Ragusa during his employment, thus exposing him to asbestos dust released by the installation, removal, and repair of said products. At various times during Mr. Ragusa's work career, he was exposed to asbestos fiber from these asbestos-containing materials manufactured, distributed, and/or sold by Westinghouse. At the time he was exposed to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of Westinghouse.

#### 25.

The asbestos-containing products manufactured, distributed and/or sold by Westinghouse were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, Westinghouse failed and refused to warn Mr. Ragusa of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

26.

Plaintiff further alleges that Westinghouse has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

#### 27.

By the early 1940s, Westinghouse knew that exposure to asbestos could cause lung disease, asbestosis, lung cancer, and mesothelioma. Throughout the 1930s, 1940s, and 1950s, Westinghouse was a member of the IHF, American Ceramic Society and National Safety Council. Beginning in the 1930's, Westinghouse received asbestos scientific and medical information through these organizations.

28.

The "Air Hygiene Foundation", was established in 1935 as a fellowship within the Mellon Institute (then a part of the University of Pittsburgh). The organizations' name was changed to "Industrial Hygiene Foundation" and, in 1968, it was again changed to the "Industrial

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Health Foundation." J-M joined in 1936. IHF members included, among others, General Electric Company, Westinghouse Electric Corporation, Exxon Mobil Corporation, The Dow Chemical Company, Marathon Oil Company, Shell Oil Company, Ciba-Geigy Corporation, Union Carbide or their predecessors in interest. All of these companies are defendants in this case. The IHF was founded to conduct occupational health research, particularly with respect to the health effects of dust in the work place. One of the functions of the IHF was to gather and disseminate information regarding occupational health to its members. Since its inception, it has published special bulletins on items of general interest under the headings of legal bulletins, medical bulletins, management bulletins and engineering bulletins. Since 1937, member companies have been kept informed on occupational health issues by the Industrial Hygiene Digest, a monthly publication which is sent to all members in return for their annual membership fee. The <u>Digest</u> is a compilation of abstracts, grouped by topic, of the published domestic and foreign scientific and medical literature pertaining to industrial health and hygiene. In addition to scientific abstracts, the Digest included a section on legal developments, and also provide notice of any proposed changes in threshold limit values for various substances. Correspondence between members and the IHF established that members either participated in or knew of a number of studies and surveys dating as far back as the 1930's which had linked asbestos with various lung diseases. As part of its consultative services for its members, the IHF undertook a number of studies involving evaluations of asbestos dust conditions and asbestos-related disease. In 1947, the fruits of an industry survey conducted by the IHF for the ATI and its members were published in a "Report of Preliminary Dust Survey for Asbestos Textile Institute." The report is dated June 1947. The object of the investigation was stated as: "defining the specific nature and the magnitude of the (asbestosis) problem in all its phases....An original objective of most immediate importance was to facilitate the exchange of information between member companies on successful methods of dust control and otherwise to promote a general improvement in that field." The preliminary survey to be divided into three parts designated as "Engineering, Medical and Physical Testing" was based on visits made to member companies' plants over a three month period." While the actual report does not reveal the identity of the plants which were visited, deposition testimony of Dr. Braum indicates that other companies evaluated in the report included defendants in this case. Minutes of the Air Hygiene Committee meetings throughout the 1940's and 1950's reflect frequent discussions and presentations pertaining to appropriate medical practices and industrial hygiene approaches to the problem of asbestos dust in the work

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place. It was continually stressed that both pre-employment and periodic follow-up medical examinations were essential to monitor the health of employees, the necessity of x-rays and lung function studies, and the proper requisites for a diagnosis of asbestos-related disease. Some annual meetings apparently were held by the IHF. The minutes for the Fifth Annual Meeting of the Air Hygiene Foundation of America, Inc., which was held on November 12 and 13 in 1940, revealed asbestos to be one of its two main topics of interest. An Interim Report of the Preventive Engineering Committee, written by Philip Drinker, discussed inter alia dust particle size and dust control. A second report by Foundation Research at the Saranac Laboratory entitled "Individual Susceptibility to Toxic Dusts", authored by Dr. Leroy Gardner, dealt primarily with the problems of silica dust. Also discussed were court decisions on Workers' Compensation cases. A case involving the death of a North Carolina man was discussed, the minutes indicating that the claimant sought compensation on grounds that the defendant's pneumonia was due to asbestosis. The Supreme Court of North Carolina upheld the award finding that asbestosis was a contributing cause of death. The Air Hygiene committee also recommended that pre-employment and periodic chest x-rays be conducted by a reputable radiologist, that the use of the Greenberg-Smith Midget Impinger be adopted for testing the levels of dust in the air, and that various procedures be implemented to reduce the dust in manufacturing facilities. In December of 1946, Mr. Hemeon of the Industrial Hygiene Foundation was invited to attend a meeting of the American Textile Institute (discussed infra) to respond to inquiries regarding IHF's proposed Industrial Hygiene Survey of the member companies. It was agreed at the February 5, 1947, meeting of the American Textile Institute (ATI) that the IHF be permitted to conduct its proposed survey. A June 18, 1947 report by W. C. L. Hemeon, Head Engineer for IHF, stated that the medical review reflected an incidence of asbestosis ranging between 3% and 20%. In one presentation at a regular meeting (prior to 1950) of the IHF, the suggested threshold limit value was criticized as being unsafe for persons exposed to asbestos fiber. Defendants thus had direct and actual knowledge that the suggested threshold limit value for asbestos was not safe. In addition, this criticism was published in the scientific literature and all defendants were put on notice of the hazards of the suggested threshold limit value.

#### 29.

In addition, Westinghouse and/or its medical director and industrial hygienist became members of the Konicide Club from 1932 through 1940. The Konicide Club was created to

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understand and control the dust related diseases in the industry, and the members would meet to discuss the methods of accomplishing these goals. On January 22, 1939, The Konicide Club even conducted a meeting which focused on the health problems of the asbestos industry in particular.

30.

Also, Westinghouse's industrial hygienist, E.C. Barnes, wrote to Westinghouse's medical department in the 1940s regarding the high dust levels associated with asbestos cloth and the mixing of asbestos cement. Barnes further explained that the inhalation of asbestos dust could cause asbestosis, and he recommended that this hazard be minimized. Westinghouse was also aware of the dust problems associated with the use of the asbestos cloth on turbines. However, from 1946 through the late 1970s, Westinghouse failed to control or reduce the dust created from the asbestos cloth, cement, and other asbestos-components of its products at the various jobsites, and failed to warn with regard to these hazards.

### 31.

In 1953, Westinghouse produced its Asbestos Safe Practice Data Sheet, thus further evidencing Westinghouse's knowledge of the hazards associated with asbestos exposure. Also in 1953, Westinghouse acknowledged that it had a duty to warn contractors, who lacked the knowledge of potential hazards. However, Westinghouse still never warned the contractors nor the various jobsites of the hazards associated with exposure to asbestos.

#### 32.

Westinghouse was also aware of the excessive dust produced from its Micarta product during the 1950s, as indicated in a letter from H.W. Speicher to James McClimans, a safety supervisor. In 1973, Westinghouse conducted dust studies at the Micarta facility and recorded high levels of airborne and settle asbestos-containing dust from the circular saw trimming of Micarta. Nevertheless, Westinghouse failed and refused to warn of health hazards of its asbestos-containing Micarta, and suppressed this information.

#### 33.

Additionally, Westinghouse knew that asbestos was dangerous in the 1940s and began a program to clean up the manufacturing process in their plants in the 1950s while continuing to manufacture asbestos-containing products. Westinghouse began manufacturing asbestos-containing wallboard systems in 1956 until the mid 1970s. Prior to 1972, Westinghouse failed to provide any warning regarding the asbestos hazard with its products. In 1972, in response to

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Occupational Safety and Health Administration ("OSHA") regulations, Westinghouse applied warning labels that would necessarily be obscured by the substrate of the wallboard system, thereby appearing to comply with OSHA regulations without actually warning the end users of the inherent dangers of Westinghouse's asbestos-containing products. Subsequent to this activity, Westinghouse learned through in-house counsel that there existed numerous documents that would implicate Westinghouse for its actions. These documents reflected early knowledge on the part of Westinghouse and contained product manufacturing information, air samples studies, architectural reports, work papers, old work files, and other similar materials. It was determined that all such documents be destroyed, despite Federal Regulations requiring their retention. This document destruction was done with the specific intention of defrauding asbestos victims and the courts before which Westinghouse would undoubtedly appear. In the past, Westinghouse has refused to respond to plaintiff's request for the production of these documents principally on the basis that said documents did not exist due to their destruction. Accordingly, plaintiff alleges that Westinghouse's conduct constitutes fraud under Louisiana law.

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Additionally, even when OSHA cited Westinghouse with willful, asbestos-related violations during 1970s at its Hampton Micarta plant and in the 1980s at the Lester turbine and blanket plant. Regarding these incidents, Westinghouse's attorneys maintained that Westinghouse would not comply with either the EPA or OSHA and would take an attitude of "respectful noncompliance".

35.

Westinghouse has engaged in a pattern of suppressing information with regard to its asbestos-containing products and the health hazards associated with same. Jeffrey J. Bair of Westinghouse states in what is known as "The Smoking Gun" documents that the Industrial Hygiene Department files, dating back to 1930, have been reviewed. After a general description of the categories of documents reviewed, Mr. Bair provides a discussion of the nature of these documents. The following are quotes from that discussion:

The majority of the documents in Industrial Hygiene's files are potential "smoking gun" documents. This is so because of the nature, duties, obligations and responsibilities of the Industrial Hygiene Department. The approximately 57 years of Industrial Hygiene files which are in existence today are filled with technical information, procedural information, safe-handling information, hazard information, recommendations and tests results. The files are filled with documentation which critiques and criticizes, from an industrial hygiene perspective, Westinghouse manufacturing and non-manufacturing operations. This documentation often times points out <u>deficiencies</u> in Westinghouse

operations and suggests recommendations to correct these deficiencies. Industrial Hygiene's files contain information which details the various chemical substances used at Westinghouse sites over the years, and often times the inadequacies in Westinghouse's use and handling of the substances. The files contain many years of employee test results, some of them unfavorable. Industrial Hygiene, by performing its job, creates, daily, potential <u>smoking gun documents</u> (emphasis added).

#### Plant Correspondence and Files

Please see, for example, Wilber Speicher's letter...correspondence of this type was and continues to be, frequently generated by Industrial Hygiene. Dr. Speicher's correspondence might show early knowledge of the Corporation to certain health hazards associated with epoxy resin dissolving agents. What use did the Corporation make of this knowledge to protect employees and the public? If none or very little, then this document might become a "<u>smoking gun</u>" (emphasis added).

Industrial Hygiene audit and trip reports certainly qualify as <u>potential smoking</u> <u>guns</u> (emphasis added). Industrial Hygiene, in each plant audit, critiques and criticizes the facility from an industrial hygiene perspective. Industrial Hygiene also makes recommendations to improve the hygiene of the plant. The <u>smoking</u> <u>gun possibilities</u> of such documentation are readily apparent (emphasis added). <u>Material Cards, Materials Safety Data Sheets, Purchasing [sic] Department</u> <u>Specification Cards, Safe Practice Data Sheets and Historical Safe Practice Data</u> <u>Sheet Files</u>

Again, the <u>smoking gun</u> possibilities of these documents are clear. If, for example, the safe practices detailed in safe practice data sheets are not made a part of a site's industrial hygiene program and communicated to employees, the potential future problems are readily apparent. In addition, <u>if the information is</u> <u>not or was not conveyed to customers, the public, etc., again the potential future</u> <u>problems are readily apparent</u> (emphasis added).

#### **Recommendations**

<u>Plant Correspondence Files</u> (excluding air sampling data and employee test results such as bio-assay, radiation, etc.)

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic records retention guidelines do not specifically address these records. We recommend that all such files generated prior to 1974 should be discarded. As stated before, these records are filled with documentation dating back to the 1930's which critiques and criticizes Westinghouse operations, and points out deficiencies in such operations. The files are filled with technical product and chemical information, hazard information and safe-handling information, most of it generated by the industrial Hygiene Department in a "editorializing" and opinionated manner. The files are not used in the daily operation of the Department. In our opinion, the risks of keeping these files on the whole substantially exceed the advantages of maintaining the records for the following reasons:

The substantial bulk of the correspondence was written by the Department in an editorializing, opinionated and verbose manner, instead of strictly factual. In addition, the Industrial Hygiene Department, prior to 1974, was involved in testing and evaluating the safety of everything from water coolers to gloves. From a review of the files, it appears that the Department commented and editorialized on just about everything which might have been found in the workplace. This "self-analysis" and "editorializing" type of information can be dangerous. This is just the type of documentation which should be discarded from the files. Correspondence generated subsequent to 1974, generally speaking, does not suffer from these drawbacks.

#### "Historical Files or Industrial Hygiene Department"

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic Records Retention Guidelines do not specifically address these records. We recommend that, with the exception of the 1974 noise survey and the testing date which is contained in these files, these files be discarded.

#### **Bair's Conclusions**

Toxic tort litigation, including toxic tort-related workmen's compensation litigation, show no signs of abating in the near future. In fact, legislation such as the risk notification legislation currently being considered by Congress, will, according to many "experts", result in an increase in such litigation. Consequently, well reasoned and conceived document retention and destruction programs for departments such as Industrial Hygiene, and in fact the entire Corporation, are imperative.

Bair's conclusion clearly shows that Westinghouse fraudulently destroyed relevant documents all in furtherance of its fraudulent activities whereby it misrepresented the dangers of its asbestos-containing products in order to gain a commercial advantage, *i.e.* sell more of its dangerous products. More importantly, his conclusion shows that Westinghouse had motive for destroying the documents, which was *avoiding litigation* and having to answer fraud allegations therein.

#### 36.

It is well-settled that parties have a duty to preserve discoverable evidence, both during and prior to litigation, if it is reasonably foreseen that litigation will occur. Westinghouse knew litigation was likely to occur and destroyed their documents in anticipation therof. This activity amounts to fraud and spoliation. In fact, at least one court has already found that the activities set out in the Jeffrey Bair memo demonstrate a "plan to commit a fraud on the Courts of the United States."

#### 37.

The document destruction program set out in Bair's memo was actually implemented by Westinghouse, as is evidenced by a memorandum entitled "Document Retention" that was written by Wayne C. Bickerstaff on January 29, 1988, directed to J.W. Fisch and copied to S.R. Pitts and Jeffrey Bair. On March 3, 1988, Jeffrey Bair wrote another memo, indicating that he had "informed Wayne to begin discarding [certain documents]." These acts of intentional destruction of records by Westinghouse in order to avoid public knowledge that it had knowledge of health hazards associated with its products constitute fraud under the laws of the state of Louisiana.

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38.

During Frank Ragusa's exposure, defendant, General Electric ("GE"), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to the employers of Mr. Ragusa and/or to the owners of the premises where he worked, throughout his entire employment history. Such products were installed, removed, and repaired by or in close proximity to Frank Ragusa during his employment, thus exposing them to asbestos dust released by the installation, removal, and repair of said products. Throughout the time he was employed, Mr. Ragusa was exposed to asbestos fiber from these asbestos-containing materials manufactured, distributed, and/or sold by GE. At the time of his exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of GE. With regard to GE marine turbines at Avondale, plaintiff alleges that Mr. Ragusa was exposed to asbestos from GE marine turbines on commercial vessels only. Additionally, plaintiff alleges that Mr. Ragusa was exposed to asbestos from GE industrial turbines at the various premises where he worked.

39.

The asbestos-containing products manufactured, distributed and/or sold by GE were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, GE failed and refused to warn Mr. Ragusa of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

#### 40.

Plaintiff further alleges that General Electric has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

41.

Furthermore, as scientists became more concerned with the connection between asbestos and occupational exposure, General Electric, along with others in the asbestos industry, sponsored both animal and human research on the biological effects of asbestos at the Saranac Laboratory of the Trudeau Foundation. General Electric's association with the Saranac Laboratory extends at least to the 1940s, where Saranac Laboratory correspondence documents the contractual relationship between the Laboratory and General Electric. This research

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performed by the Saranac Laboratory revealed that exposure to asbestos produced harmful effects to those individuals who inhaled asbestos dust. More specifically, the Saranac Laboratory held the Seventh Saranac Symposium in 1952, whereupon General Electric representatives attended. The presentations by various doctors indicated that a link existed between asbestos and several lung diseases, including asbestosis and lung cancer.

In his presentation at the Seventh Saranac Laboratory in 1952, Dr. Kenneth M. Lynch indicated that he tested the effects of asbestos from a period of twenty five years (1926-1950). The testing resulted in the knowledge of a causal relationship between asbestos and cancer in 1934. This discovery was formally set in a published record. Additionally, in 1947, Dr. Lynch discovered that 13.2% of persons suffering from asbestosis also developed cancer. Furthermore, Dr. Lynch spoke of several reports, dated from 1918 to 1952, discussing the association of cancer with asbestos.

Also, Dr. Merewether began noting the deaths from asbestos exposure in the United Kingdom during the years of 1924 to 1947, including asbestos with tuberculosis and asbestos with lung cancer. Dr. Merewether discovered that 16.2% of persons suffering from asbestosis also developed cancer, as apposed to the 13.2% found earlier, thus further indicating a causal relationship between exposure to asbestos dust and lung cancer. In addition, Dr. Merewether discussed the original cases of asbestosis discovered around 1902. Another doctor, Dr. Arthur J. Vorwald, discussed the discovery of asbestosis in the early 1900s and the availability of information concerning the disease through several reports, ever since. Dr. Vorwald also admitted that individuals exposed to asbestos fibers develop asbestosis. Thus, General Electric's attendance at the Seventh Saranac Symposium in 1952 indicates that it knew, or at least should have known, of the hazardous nature of asbestos in causing asbestosis and lung cancer. Despite this knowledge, General Electric failed to warn its workers and customers of the harmful effects that result from the inhalation of asbestos fibers.

#### 42.

General Electric contracted Harvard University to conduct research regarding the various hazards existing in their plants. Dr. Alice Hamilton, along with other Harvard medical doctors, conducted the research for General Electric. She recommended that chest x-rays be taken of all employees working with asbestos. She additionally recommended an overhaul in the ventilation system on certain apparatus at their plants due to the hazardous nature of asbestos fibers and the fact that moving belts blew the asbestos dust about the room so that it accumulates in the room.

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Also, in the 1930s, asbestos victims began to sue Johns-Manville and Multibestos because of their asbestos-related illnesses. As a result, Dr. Hamilton wrote to Gerald Swope, President of General Electric, informing him that these suits were justified. She further recommended that General Electric take safety precautions, including an evaluation of the situation and dust counts, to avoid this litigation.

Furthermore, Carl Obermaier, a GE plant manager, wrote to Hamilton acknowledging/admitting that he knew that inhalation of asbestos dust caused health problems, mainly asbestosis. Furthermore, Obermaier spoke of reports and pamphlets discussing the connection between asbestos exposure and lung cancer. Several letters, dated years 1928 - 1934, between Hamilton and GE indicate that GE was well aware of the excessive asbestos dust contained inside their various plants. Thus, GE had knowledge that asbestos dust was harmful, but still refused to warn its employees and its customers to whom it sold its asbestos-containing products.

43.

Throughout the relevant time periods, GE conducted various asbestos tests in their different plants, further indicating that they knew that asbestos was hazardous since they tested for levels of asbestos dust. Also, when tested, several times GE ran well above the maximum allowable level. For example, a survey done in 1973 of several GE plant buildings found an asbestos dust concentration count of 1540 fibers greater than five microns per milliliter of air, when the threshold limit value for asbestos at that time was five fibers greater than five microns per milliliter of air. GE was also aware that large quantities of asbestos fiber would blow into the exhaust system. Many times GE chose to use the cheaper asbestos fiber in the plants, even though the cheaper fiber produced more dust into the exhaust system. However, GE, knowing of the harmful effects of asbestos, still refused to warn those individuals/workers who would come into contact with their products. Instead, they used these cheaper asbestos fibers attempting to profit at the expense of those individuals who would inhale these fibers from their products. As a result of the tests conducted at General Electric's plants, various recommendations were given to GE during the 1950s to 1970s, including the improvement of ventilation (including exhaust systems), periodic chest X-rays, pulmonary function tests, medical surveillance programs, wearing of an approved respirator, gloves, and protective clothing, increasing air flow, better maintenance of dust filters, use of industrial vacuum to clean site, complete enclosure of saw and apparatus, checking filters at regular intervals to insure working properly, and the

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cutting of cloth where asbestos dust should be minimized. More specifically, in letters dated 1956 and 1959, Dr. Elkins informed the GE Lowell Plant that those employees working around asbestos should receive periodic chest x-rays due to the hazardous nature of asbestos. Also, he informed that the workers who sweep the area should wear respiratory equipment. Therefore, General Electric knew or should have known that asbestos could be harmful to those individuals exposed to this dust.

#### 44.

Moreover, various published reports and articles available to GE, prove that GE was

empowered with the knowledge that asbestos caused several diseases. Some of the reports and articles include:

Safety Management: Accident Cost and Control, a published article written in 1956 by Dr. R. Simonds and Dr. J. Grimaldi, which discusses the fact that asbestos produces asbestosis, the symptoms of asbestos, and how asbestos dust can be found in all stages of asbestos handling;

Asbestos-Dust Exposures at Various Levels and Mortality, a published article (2)written in 1967 by Dr. P. Enterline and Dr. A. Kendrick discussing the first reports of asbestosis in the early 1900s, the first reports of mesothelioma were published in 1955, and the acceptance of a causal relationship between asbestos dust and asbestosis and mesothelioma;

(3) <u>Asbestos Exposure Smoking, and Neoplasia</u>, a published article written in 1968 by Dr. I. Selikoff, Dr. E. C. Hammond, and Dr. Jacob Churg, discussing that asbestos workers have a high risk of dying of bronchogenic carcinoma.

Industrial Pneumoconiosis Prevention and Control, an published article written in 1969 by Edmund M. Fenner, director of environmental control at J-M, talks about how scientists became concerned about the connection between the exposure to asbestos fibers and asbestosis in the 1920s. Furthermore, the article speaks of the Saranac Laboratory's discovery, through animal and human research in the 1930s, that asbestos exposure did "produce a unique and identifiable pulmonary fibrosis." Additionally, the article also talks about how Britain had become concerned about the link between asbestos dust exposure and lung cancer in the 1950s.

Asbestos And Health In 1969, a published article written in 1969 by George W. Wright, discusses the progression of knowledge about asbestos' relationship with different diseases. Wright begins by talking about the discovery of diseases associated with asbestos exposure in the early 1900s. Then, Wright mentions that in the 1930s, it was pointed out that asbestos poised a problem to the health of workers and that the health problem could be minimized by instituting protective measures to reduce the amount of asbestos airborne dust. Wright also speaks about the various tests conducted to determine the exact relationship between asbestos and diseases. Additionally, Wright indicates that an 80% incidence of asbestosis to workers exposed to asbestos 20 or more years was found, and also that the more asbestos dust concentration in the air the larger % of workers developing cancer. Furthermore, Wright explains that there is a strong relationship between the development of mesothelioma and the exposure to asbestos fibers.

The Health of Chrysotile Asbestos Mine and Mill Workers of Quebec, a published (6)article written in 1972 by Dr. C. McDonald, Dr. M. Becklake, G. Gibbs, Dr. A. McDonald, and C. Rossiter, talks about how asbestos has been known to cause three identifiable diseases, including asbestosis, lung cancer, and mesothelioma. The article also discusses the fact the percent of people who develop lung cancer rises with the increase in asbestos dust exposure.

Recommended Safety Practices for Handling Asbestos Fiber, an article written by Johns-Manville indicating that asbestos should be handled in a way as to prevent asbestos dust and that approved asbestos respirators should be worn by when handling asbestos fibers.

(8) Encyclopedia Of Occupational Health And Safety, written in 1971 by J.C. Gilson, talks about the health hazards, including several diseases, associated with the inhalation of asbestos fibers and asbestos dust. The Encyclopedia also speaks of the first incidence of asbestosis discovered in 1899 in London and the fact that in the 1930s asbestos was seen as a major cause of health hazards in the asbestos textile industry in the U.S. and other countries.

45.

Defendants, Avondale, Bayer Cropscience, Inc. (as successor of liability to Rhone-Poulenc AG Company f/k/a Amchem Products, Inc. f/k/a Benjamin Foster Company); Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); Foster-Wheeler, LLC (formerly Foster Wheeler Corporation); General Electric Company; the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.); Riley Power Inc. (formerly Babcock Borsig Power, Inc. formerly DB Riley, Inc., formerly Riley Stoker Corporation); CBS Corporation (f/k/a Westinghouse Electric Corporation); Uniroyal, Inc.; Taylor-Seidenbach, Inc., and International Paper Company were in the business of manufacturing, fabricating, selling and/or distributing asbestos-containing products, including but not limited to asbestos-containing pipe covering, pipe coating, blankets, special fittings, cloths, gaskets, blocks, valves, cements, mastics, jackets, board, turbines and/or boilers. These defendants sold, installed, removed and/or abated these products to and/or at various premises at various times during Mr. Ragusa's employments. In addition, Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.), Taylor Seidenbach, Inc., Foster Wheeler, Westinghouse, Riley Power, International Paper, and General Electric, distributed asbestos-containing products manufactured, distributed, and sold by various companies including Bayer Cropscience, Inc. (successor to Rhone Poulenc AG Company, formerly Amchem Products, Inc., formerly Benjamin Foster Company)--(adhesives, coatings, sealants, and mastics), Foster Wheeler LLC (formerly Foster Wheeler Corporation)--(block and boiler insulation), General Electric Company -(electric wire and cable, block, cloth, generators and generator insulation, turbines and turbine insulation including, but not limited to sprayed asbestos insulation), Riley Power, Inc. (formerly Babcock Borsig Power, Inc., formerly DB Riley, Inc. formerly Riley Stoker Corporation) -- (block and boiler insulation), CBS Corporation (formerly Westinghouse Electric Corporation)-(block, boiler, turbine and turbine insulation,

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generators and generator insulation, cloth, blankets, adhesives, cement, pipe covering, and micarta); and Uniroyal, Inc .-- (cloth, tape, yarn, and adhesives). During various periods of time, Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); Taylor Seidenbach, Inc.; the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.), would package the above-described products from other distributors and manufacturers' products in their own boxes and packaging, and hold out the products as their own, thus, making them liable as the manufacturer under Louisiana law. During various periods of time, Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.); Taylor Seidenbach, Inc., Riley Stoker, Foster Wheeler, General Electric, and Westinghouse also did contracting work at the locations where Mr. Ragusa was working thereby exposing Mr. Ragusa during their handling of asbestos-containing products. Mr. Ragusa was exposed to asbestos-containing products manufactured, distributed, sold, and/or handled by all "asbestos companies" named in this petition.

### 46.

At various times between 1973 and 2017, Frank P. Ragusa, Jr., as part of his job duties, operated cranes and or other similar construction equipment. Defendants, FMC CORPORATION (successor by merger to Link-Belt Company) ("Link-Belt"), THE MANITOWOC COMPANY, INC. ("Manitowoc"), CATERPILLAR GLOBAL MINING, LLC (as successor to Bucyrus International, Inc., successor to Marion Power Shovel Company) ("Marion"), TEREX CORPORATION (successor to American Crane Corporation, f/k/a American Hoist & Derrick) ("American") were in the business of manufacturing, fabricating, selling and/or distributing asbestos-containing cranes and/or similar construction equipment that utilized asbestos brake pads, brake linings, clutch pads, clutch linings, and other asbestos components. During this time period, these companies would also sell replacements parts and would package the above-described products from other distributors and manufacturers' products in their own boxes and packaging, and hold out the products as their own, thus, making them liable as the manufacturer under Louisiana law. Mr. Ragusa was exposed to asbestos from his use of this equipment manufactured, distributed, and/or sold by Link-Belt, Manitowoc, Marion, and American as well as from maintenance work occurring on this equipment.

# 47.

The asbestos-containing products manufactured, distributed and/or sold by Avondale, Eagle, Inc., The McCarty Corporation, Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., CBS Corporation, General Electric Company, Foster Wheeler LLC, Riley Stoker, International Paper Company, Link-Belt, Manitowoc, Marion, and American were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, these defendants failed and refused to warn Mr. Ragusa of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause diseases such as mesothelioma, cancer, asbestosis, pleural diseases, and other ill health effects.

#### 48.

As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, and/or sold by Avondale, Eagle, Inc., The McCarty Corporation, Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., CBS Corporation, General Electric Company, Foster Wheeler LLC, Riley Stoker, International Paper Company, Link-Belt, Manitowoc, Marion, and American, Mr. Ragusa inhaled asbestos fibers and other harmful substances emitted by the normal use of said products, proximately causing the mesothelioma and other related ill health effects from which he suffers. Plaintiff further contends that these companies are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, these companies are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

### 49

Prior to the time Mr. Ragusa was exposed to asbestos, all defendants were aware or should have been aware of the health hazards associated with exposure to asbestos, including but not limited to pleural plaques, fibrosis, asbestosis, cancer, and mesothelioma. Further, all defendants were aware or should have been aware that invisible asbestos particles could remain airborne for many hours and that exposure could occur even after actual use of the products ceased; nevertheless, defendants remained silent as to the unreasonably dangerous nature of the

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products which suppression of the truth was made with the intention of obtaining an unjust advantage over unsuspecting victims. Such conduct constitutes fraud under Louisiana law.

50.

All defendants made the misrepresentations cited in the foregoing paragraph despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

### 51.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Mr. Ragusa was exposed to products manufactured, distributed, sold, and/or handled by "asbestos companies," and he contracted mesothelioma and other related ill health effects, which was first diagnosed on approximately June 4, 2021.

## 52.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over Mr. Ragusa, and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

# 53.

The health hazards of asbestos have been recognized by those in the business for two thousand years. The Greek geographer Strabo and the Roman historian Pliny the Elder both recognized asbestosis in slaves whose task was to weave asbestos into cloth. There is conclusive evidence (more specifically outlined below) that by the end of 1930, it was widely known in the United States by those in the industry and their insurers that exposure to asbestos could cause asbestosis and cancer, that asbestosis was a fatal disease, and that the latency period of asbestosis

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and other asbestos-related disease was of many years duration subsequent to initial exposure, yet this knowledge was suppressed from workers like Mr. Ragusa.

54.

By the time Mr. Ragusa began working with and around asbestos products, virtually every state in the Unites States recognized asbestosis and silicosis as compensable claims under workers' compensation laws. In fact, the Louisiana legislature in 1952, when it enacted its first Workers' Compensation Occupational Disease Act, listed asbestosis and silicosis as a compensable occupational disease. Moreover, all suppliers (as well as independent contractors) to any company with government contracts were bound to comply with health and safety requirements of the Walsh Healey Public Contract Act first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943. Likewise, there were industrial health standards regarding asbestos in Louisiana since 1943. These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. They also required isolation of dusty work, ventilation, use of respirators, and medical examinations by doctors. Despite this, Mr. Ragusa was never warned of any hazard associated with asbestos or silica, was never protected by use of adequate ventilation, and was required to work next to insulators using asbestos products. He never saw a warning on any asbestos product nor was he warned by any contractor using asbestos or silica products. Despite the fact that all defendants were aware of the hazards of asbestos and silica and other toxic substances to which Mr. Ragusa was exposed, they failed and refused to warn of these dangers and, furthermore, concealed these hazards. Moreover, defendants suppressed and prevented the dissemination of information relating to the hazards of asbestos and silica exposure, thus constituting fraud under Louisiana law. Even after OSHA became the law in 1971, Mr. Ragusa was not warned of the health hazards associated with exposure to asbestos.

55.

The acts of the defendants, as described above, constitute a fraudulent misrepresentation and/or concealment which proximately caused the injuries to the Petitioner in the following manner:

> The material published or caused to be published was false and 1) incomplete and that the defendants knowingly and deliberately deleted references to the known health hazards of asbestos and asbestos-related products.

> 2) The defendants intended the publication of false and misleading reports and/or the non-disclosure of documented reports of the health hazards of asbestos:

a)

- b) To assist in the continued pecuniary gain of the defendants through the sale of asbestos products to an ignorant public;
- To influence in the defendant's favor, legislation to c) regulate asbestos exposures and unlimited medical and disability claims for compensation;
- d) To provide a defense against lawsuits brought for injury resulting from asbestos disease;
- e) To prevent relevant medical inquiry about asbestos disease:
- f) To mislead the general public, and the Petitioner herein, about the hazards associated with asbestos products; and
- To induce the Petitioner to use and continue to use g) asbestos products.
- 3) The Petitioner reasonably relied upon the published medical and scientific data documenting the purported safety of asbestos and asbestos-related products, and the absence of published medical and scientific reports on the hazards of asbestos and asbestosrelated products because Petitioner believed it to be safe.
- 4) Defendants, intended the Petitioner to rely upon the published reports regarding the safety of asbestos and asbestos-related products and upon the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products, and therefore to continue their exposure to those products.
- 5) Defendants are in a position of superior knowledge regarding the health hazards of asbestos and therefore the Petitioner and others deciding to use the said asbestos-containing products to which Petitioner was exposed, had a right to rely on the published reports commissioned by the defendants regarding the health hazards of asbestos and the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products.

56.

Insurance premiums were set based on the risks posed by the insured. Insurance companies discussed the hazards of asbestos with insured who manufactured, used, or distributed asbestos products. Insurance field inspectors would survey the premises or operations of the insured, advise the insured of the hazard, and set the premium accordingly. This was true prior to the time that Mr. Ragusa was first exposed to asbestos and continued throughout his employment. The fact that workers' compensation insurance carriers were concerned about asbestos is evidenced by the 1932 occupational disease report in "The National Underwriter" where asbestos was listed as a serious hazard receiving special attention "for some time" in insurance underwriting. When the Supreme Court of North Carolina (McNeely v. Carolina Asbestos Co., May 23, 1934) determined that asbestosis was compensable under its workers' compensation law, insurance executive F. R. Jones wrote that the McNeely case and others like it

injected elements of uncertainty that rendered the hazards of asbestosis "often uninsurable at practicable rates."; he wrote that even though rates for those in the asbestos business were high, "their adequacy ... is generally doubted." To avoid losing money, insurance companies instituted a practice of servicing claims as well as providing the insurance--"sort of a right pocket to left pocket...in other words there wasn't any way (insurance companies) could lose money on it." (See deposition of Harry J. Flynn in Bradley v. Todd Shipyards, Inc., C.A. No. 85 - 05657, Div. "D", Civil District Court for the Parish of Orleans.)

#### 57.

That all defendants and the companies that insured them knew of the health hazards associated with exposure to asbestos since the 1930s (and suppressed this information) is shown by numerous documents and testimony. In fact, the knowledge was so well recognized in the asbestos industry that the insurance industry considered confessing liability; instead, they decided to make it "economically impossible" for plaintiffs to pursue their claims. The minutes of meetings in 1976 and 1977 of American Mutual Insurance Alliance (an insurance industry association) confirm that the hazards of asbestos exposure have been known for many years. These minutes specifically state that medical research in 1900 linked asbestos with asbestosis and by 1935 it was recognized that asbestos caused cancer. In a memorandum of a meeting of a discussion group dated April 21, 1977, it was stated: The meeting closed with a unanimous rejection of a suggestion that liability in asbestos cases be admitted and the carriers agreed between themselves as to their respective losses and expenses. That insurance companies and their insureds were working together to discourage plaintiffs from pursuing valid claims is also demonstrated in earlier memos. In minutes dated May 22, 1974, discussing Borel v. Fibreboard Paper Products Corporation, 493 F.2d 1076, (5th Cir. 1973), cert. denied, 419 U.S. 869 (1974), it is stated: "The appeals court decision in the Borel case of course sets a very bad precedence for our other pending asbestosis cases and (sic) this jurisdiction we will soon have to formulate a 'game plan' for the continued defense of these asbestosis cases with the other defendants." In a memo dated October 22, 1974, it was decided that the asbestos defendants and their insurance companies would resist pending cases "and attempt to make this economocially (sic) impossible for the plaintiffs to pursue the other cases." These attempts to prevent and stifle valid claims by plaintiffs such as Mr. Ragusa shows that the defendants, to this day, are committing fraud.

58.

Documents and testimony of defendants herein as well as associated asbestos companies is replete with the fact of knowledge and fraud. Although Johns-Manville (hereinafter sometimes referred to as "J-M" and Raybestos-Manhattan, Inc. (hereinafter sometimes referred to as "R-M") are not defendants herein, a discussion of their knowledge is necessary to show knowledge within asbestos industry associations, within the insurance industry, and among other defendants. In 1929, Johns-Manville Corporation and Raybestos-Manhattan, Inc. agreed to permit the Metropolitan Life Insurance Company to conduct a complete Industrial Hygiene survey of some of their facilities, including J-M's asbestos mines and mills in the Province of Quebec. The initial investigation began in October of 1929 and was completed in January of 1931. The study included the following: a survey of the dust conditions in the asbestos mines, mills and fabricating plants; physical examinations of asbestos workers, including X-ray films; and a study of the dust exhaust systems designed to eliminate asbestos dust. This survey was supervised by Dr. Anthony J. Lanza, Assistant Medical Director of Metropolitan; Dr. William J. McConnell, Assistant Medical Director of Metropolitan; and J. William Fehnel, a chemist with Metropolitan. Subsequent to this initial study, meetings were held among Dr. Anthony J. Lanza, W. R. Seigle (Vice President of J-M), Vandiver Brown (General Counsel for J-M), S. A. Williams (President of Johns-Manville Products Corporation), and Sumner Simpson (President of Raybestos-Manhattan, Inc.). The minutes of these meetings which occurred in November, 1933, through January, 1934, reflect that Metropolitan Life was desirous of conducting a followup study of the J-M and R-M facilities, as well as expanding the scope of the study to include additional J-M facilities and facilities of other members of the asbestos industry. Dr. Lanza felt that the Metropolitan Life Insurance Company should advise the companies of the types of respirators which should be provided to the employees engaged in making a study of this problem. On December 7, 1934, Dr. Lanza forwarded to Vandiver Brown, counsel for J-M, the "galley proof" of the results of the 1929 through 1931 survey of the R-M and J-M plants, entitled "Effects of Inhalation of Asbestos Dust on the Lungs of Asbestos Workers." This "draft" was also circulated to representatives of Raybestos-Manhattan, who prepared editorial comments and recommendations for Dr. Lanza concerning the final publication of the report. Johns-Manville prepared similar comments. The Metropolitan report informed Raybestos-Manhattan and Johns-Manville of the following: that prolonged exposure to asbestos dust caused pulmonary fibrosis; that asbestosis could cause cardiac enlargement; that it was possible for uncomplicated asbestosis

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to have fatal results; and that the amount of dust in the air in the asbestos plants surveyed could be substantially reduced. After incorporating some of J-M's and R-M's editorial suggestions, Dr. Lanza published "Effects of the Inhalation of Asbestos Dust on the Lungs of Asbestos Workers" in the Public Health Reports, Volume 50, No. 1, January 4, 1935.

59.

In November 1936, Vandiver Brown of Johns-Manville, together with Sumner Simpson, President of Raybestos-Manhattan, solicited other members of the Asbestos Products Industry to participate in "asbestos dust experiments" by the Saranac Laboratory of the Trudeau Institute. Dr. Leroy U. Gardner was the director of the Trudeau Foundation at the time. A report of these works was prepared by Dr. Gardner on April 18, 1938. The report was sent to Vandiver Brown, who in turn sent it to Dr. Lanza for his comments.

60.

In 1942, Charles Roemer, a New Jersey attorney, was advised by his cousin, Dr. Jacob Roemer, that in the course of reviewing chest x-rays of employees at the Union Asbestos and Rubber Company's Paterson, New Jersey plant, he had observed a significant number with lung changes which he believed were due to asbestos exposure. Dr. Roemer advised that the men be informed of his findings and that they be instructed to secure outdoor employment which did not involve any exposure to asbestos dust. Dr. Roemer said that unless this was done immediately, the men would suffer and die from asbestos-related lung disease. Vandiver Brown acknowledged that J-M's physical examination program had produced similar findings of x-ray evidence of asbestos disease among workers, but told Mr. Roemer and the UNARCO representatives that it was foolish to be concerned. Mr. Brown explained that it was J-M's policy to let its employees die of asbestos poisoning rather than inform them of health consequences which would undoubtedly lead to costly lawsuits against the company. As testified to by Mr. Roemer, "I'll never forget, I turned to Mr. Brown... and I said, 'Mr. Brown, do you mean to tell me you would let them work until they dropped dead?' He said, "Yes. We save a lot of money that way." (Deposition Charles H. Roemer taken April 25, 1984, Johns-Manville Corp. et al. v. the United States of American, U.S. Claims Court Civ. No. 465-83C).

61.

As a result of the aforesaid Metropolitan Life study, additional health research on the effects of prolonged and excessive inhalation of asbestos fiber on human beings was undertaken at the Saranac Laboratory. A report on this research was delivered at the Seventh Saranac Lake

Symposium in 1952 and was entitled "Pulmonary Function Studies in Men Exposed for Ten or More Years to Inhalation of Asbestos Fibers" by Fernand Gregorie and George W. Wright.

62.

In addition to the IHF, there were other trade associations which were formed to aid and service companies in the asbestos industry. Members of the Asbestos Textile Institute (ATI), founded on November 16, 1944, included companies which produced asbestos containing cloth and other products. Members included, among others, Uniroyal, Inc., which is a defendant in this action. At the June 13, 1946, meeting of the Asbestos Textile Institute, a question was posed as to whether or not a committee should be formed to deal with the question of dust control. Beginning on June 13, 1946, a subcommittee of the dust control committee of the Asbestos Textile Institute recommended that the committee contact the United States government, the state governments in which member plants were located, the Mellon Institute, and Metropolitan Life for the purpose of preparing a tentative program aimed at bringing to member companies the assistance of qualified technical and medical people. In 1946, the ATI was presented with a plan for a central medical committee which would call for individual medical programs at all facilities using asbestos as well as a central medical department which would be responsible to the association. Recommendations for initial medical examinations and periodic follow-up examinations were also made. The recommendation for periodic medical examinations was characterized by the presenting doctor as "fundamental in an industry where there was a 'known occupational health hazard". While the ATI considered this proposal, it nonetheless elected to defer the plan. During the late 1940's and early 1950's, the ATI was presented with a number of other plans for wide ranging research on various issues dealing with asbestos-related disease in the asbestos industry. However, in some instances, the research projects and proposals were discarded.

63.

Another trade organization was the National Insulation Manufacturers Association ("NIMA"), which formed in December of 1958 as a joint venture trade association to serve as a voice for the mineral insulation industry. After 1958, personnel of Ruberoid/GAF (defendant herein) attended most, if not all, NIMA meetings at which health hazards were frequently the topic of formal discussions. NIMA members had unequivocal knowledge of the potential health hazards posed by unprotected and prolonged exposure to excessive quantities of airborne asbestos fiber. The testimony of Harry Kaufman, who came to Ruberoid in 1958 as Assistant

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Director of Quality Control, admit knowledge of the potential health hazards to an unprotected worker from exposure to asbestos fiber as far back as 1943 when he attended a five month course at the University of Maryland on Industrial Safety. Charles Limerick, former manager of the Ruberoid Vermont Mines, has admitted that he was aware of dangers of asbestos as far back as the 1930's and 1940's. GAF/Ruberoid was put on notice of dangers in 1935 or 1936 through correspondence with "Asbestos" magazine. Ruberoid subscribed and advertised in "Asbestos". Moreover, Ruberoid was prodded by lawsuits brought by its employees alleging that they had developed asbestosis as early as 1934.

# 64.

Sumner Simpson, the first Raybestos-Manhattan Incorporated President, maintained a file or collection of documents, correspondence, and memoranda pertaining to the subjects of the health effects of asbestos, dust control, and dust levels. These documents clearly evidence knowledge, beginning in at least the 1930's, of dangers posed by exposure to asbestos and steps which could and should be taken to minimize the risk of asbestos-caused diseases. The "Sumner Simpson" documents, as a group, demonstrate the high level of awareness and early sophistication of the asbestos industry of knowledge that excessive exposure to asbestos over a prolonged period of time could and would produce asbestos-related diseases. Numerous letters in the "Sumner Simpson" document collection refer to the fact that many states were adding asbestosis as a compensable disease and that Raybestos-Manhattan Incorporated was going to have to deal with that reality.

### 65.

Eagle, Inc. and Taylor-Seidenbach, Inc., did contracting work as early as the 1940s. Likewise, The McCarty Corporation (formerly McCarty Branton, Inc.) has done contracting work since its initial existence. Accordingly, Eagle, Inc., The McCarty Corporation (formerly McCarty Branton, Inc.), and Taylor-Seidenbach were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943 (discussed infra). Likewise, these companies were also aware of heath and safety requirements regarding asbestos adopted in Louisiana as early as 1943. These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Moreover, these companies, being asbestos insulation contractors, had to pay higher insurance premiums as a consequence thereof. Mr. Ragusa was exposed to asbestos both through their contracting work and through products

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manufactured, distributed, and sold by them throughout his career. Yet at no time was Mr. Ragusa protected from these hazards nor warned of these hazards. Even after OSHA became the law in 1971, Mr. Ragusa was not advised of the hazards associated with exposure to asbestos. These defendants were aware of the hazards of asbestos but failed and refused to warn Mr. Ragusa of the dangers and, furthermore, concealed and suppressed its knowledge of these hazards, thus constituting fraud under Louisiana law. See deposition of Fred J. Schuber, Jr., 05/31/90, pages 149-155, 176-179 and exhibits attached to the deposition of Schuber taken 5/09/90; and deposition of Thomas R. Dimm, 02/03/86, pages 65-66; and Eagle, Inc.'s response #4 to plaintiffs' interrogatories in the case of Atzenhoffer, et al v. National Gypsum, Co., et al, C. A. #89-894, which responses are dated March 27, 1990; and Act No. 532 (1952) amendments to the Louisiana Workers' Compensation Act.

### 66.

Since the early 1940s, defendant, Foster-Wheeler LLC (formerly Foster-Wheeler Corporation), was a major manufacturer of boilers used in the construction of both commercial and U.S. Navy vessels at various shipyards throughout the US. Since that time through and including the time when Mr. Ragusa was last exposed, they supplied boilers to virtually every shipyard constructing and repairing vessels in the country. Accordingly, since the early 1940s, they were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943 (discussed infra). These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Despite this knowledge, at no time was Mr. Ragusa advised of these hazards as defendants failed and refused to warn Mr. Ragusa of the dangers and, furthermore, concealed and suppressed their knowledge of these hazards, thus constituting fraud under Louisiana law. In addition to manufacturing and selling boilers, (and providing the asbestos insulation products for insulation of their boilers and the piping connecting their boilers), they constructed their boilers on-site and provided an on-site representative during the construction of their boilers.

### 67.

At various times from approximately 1973 through 2017, Frank P. Ragusa, Jr. worked on the premises of following companies where he was exposed to asbestos: Shell Oil Company ("Shell"); The Dow Chemical Company ("Dow"); Exxon Mobil Corporation (formerly Exxon Corporation, formerly Humble Oil & Refining Company, Formerly Esso Standard Oil Company, formerly Standard Oil Company of New Jersey) ("Exxon"); Wyeth Holdings, LLC (f/k/a Wyeth Holdings Corporation, f/k/a American Cyanamid Company) ("American Cyanamid"); Zeneca,

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Inc. (Successor by Merger to Rubicon Chemicals, Inc.) ("Rubicon"); BP Products North America, Inc. (F/k/a BP Exploration & Oil, Inc., f/k/a BP Oil, Inc.) ("BP Products"); Murphy Oil USA, Inc. ("Murphy Oil"); ExxonMobil Oil Corporation (f/k/a Mobil Oil Corporation) ("ExxonMobil"); Hexion, Inc. (f/k/a Momentive Specialty Chemicals, Inc, F/k/a Hexion Specialty Chemicals, Inc. F/k/a Borden Chemical, Inc. F/k/a Borden, Inc. F/k/a the Borden Company); ("Borden"); Union Carbide Corporation ("Union Carbide"); Entergy Louisiana, LLC (f/k/a Louisiana Power & Light) ("Entergy"); Pharmacia LLC (Individually and as Successor to Pharmacia Corporation, Monsanto Company, Successor to Monsanto Chemical Company, and Successor to Lion Oil Company) ("Monsanto"); Air Products and Chemicals, Inc. ("Air Products"); Marathon Petroleum Company LP ("Marathon"); Occidental Chemical Corporation (formerly, Hooker Chemicals & Plastics Corp., formerly, Hooker Chemical Corporation) ("Hooker"); Legacy Vulcan, LLC ("Vulcan"); Syngenta Crop Protection, LLC (f/k/a Syngenta Crop Protections, Inc., Successor in Interest to Novartis Crop Protection, Inc., Successor in Interest to Ciba-Geigy Corporation) ("Ciba-Geigy"); and CF Industries Nitrogen, LLC ("CF Industries"). At these facilities, Frank Ragusa, Jr. worked with and around other workers handling asbestos products, including but not limited to asbestos-containing pipe covering, pipe coating, blankets, special fittings, cloths, gaskets, packing, blocks, valves, brake pads, clutch linings, cements, mastics, adhesives, jackets, board, turbines, and/or boilers. Also, Mr. Ragusa had to handle these products himself. These exposures caused and/or contributed to Mr. Ragusa's mesothelioma. These premises owners designed their plants to be built with asbestos products, and these premises owners maintained care, custody, and control over the asbestos in their plants as well as those contractors who may have handled asbestos in their plants.

68.

Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries were aware or should have been aware of the dangerous condition presented by exposure to asbestos, and that said asbestos and asbestos fiber would cause Frank Ragusa (and others similarly situated) to suffer from asbestos-related pulmonary disease, asbestosis, pleural plaques, pleural thickening, lung cancer, mesothelioma, and other ill health effects related thereto, but they failed and/or willfully withheld from Mr. Ragusa knowledge of the dangers to his health from exposure to asbestos and asbestos fiber.

69.

Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker,

Vulcan, Ciba-Geigy, and CF Industries had the responsibility of providing Mr. Ragusa with a safe place to work and safety equipment; however they negligently and/or intentionally failed to carry out these duties and failed to protect Frank Ragusa from the dangers of toxic fiber and asbestos dust exposure. Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries allowed and caused Mr. Ragusa to be exposed to asbestos and failed to provide a safe place to work. As owners of the premises containing toxic asbestos, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries failed to exercise reasonable care for the safety of persons on or around their property and failed to protect Mr. Ragusa from the unreasonably dangerous conditions created by asbestos which existed on their premises and/or over which defendants had care, custody or control. At all times material herein, standards were in existence which required defendants herein to provide to Mr. Ragusa and his co-workers who handled or were exposed to harmful material with protection from the harms of asbestos Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries failed and/or willfully refused to comply with these standards thereby resulting in exposure to asbestos to Mr. Ragusa, thereby resulting in his injuries.

70.

In addition to the above acts of negligence, strict liability, and fault identified throughout this petition, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries are strictly liable for failing to properly handle and control the asbestos which was in its care, custody, and control. Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries were aware or should have been aware of the dangerous condition presented by exposure to asbestos, and that Mr. Ragusa would suffer from asbestos-related diseases and other ill health effects associated therewith as a result of this exposure, but they failed and/or willfully withheld from Mr. Ragusa knowledge of the dangers to their health from exposure to asbestos fiber.

### 71.

In addition to the foregoing acts of negligence and intentional concealment, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union

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Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF

Industries are guilty of the following:

- a) Failing to reveal and knowingly concealing critical medical information to Mr. Ragusa;
- b) Failing to reveal and knowingly concealing the inherent dangers in the use of asbestos, and other harmful substances in their manufacturing process;
- Failing to provide necessary protection to Mr. Ragusa; c)
- Failing to provide clean, respirable air and proper ventilation; d)
- e) f) Failing to provide showers and/or protective clothing to workers; Failing to advise workers on their premises of the deadly nature of asbestos fiber, and that such fiber could result in the contraction of serious illness and disease;
- g) h) Failing to reveal and knowingly concealing critical information from Mr. Ragusa; Wanton and reckless disregard in the storage, handling, and transportation of asbestos;
- i) Failing to segregate work areas so that workers would not be exposed to deadly asbestos fiber;
- Failing to provide necessary respiratory protection;
- j) k) Failing to warn workers of the dangers associated with exposure to asbestos and failing to advise workers that they were being exposed to deadly asbestos fiber;
- Failing to use non-asbestos containing products including on jobs where 1) non-asbestos containing products were specified.
- m) Failing to warn of the dangers of exposure to asbestos;
- n) Failing to warn workers that exposure to asbestos could cause deadly diseases including mesothelioma, lung cancer, asbestosis, pleural
- thickening, and pleural plaques; and Failing to warn workers of the invisible nature of harmful asbestos, that it 0) could be carried home on clothing and other objects by a worker, and that it could cause diseases such as asbestosis, pleural plaques, pleural thickening, lung cancer, and mesothelioma.

These defendants intentionally or negligently committed these acts when they knew or

should have known full well that Mr. Ragusa's injuries would follow or were substantially certain to follow.

72.

There were various industry standards in place dating back to 1943 which applied to the places where Mr. Ragusa worked, including Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries. These industry standards included the Louisiana Sanitary Code's Industrial Health Regulations, the Walsh Healey Public Contracts Act, and the OSHA regulations. Thus, these companies were aware or should have been aware of the hazards of asbestos at least by 1943. These standards required these companies to take protective measures to protect those individuals on its premises from exposure to asbestos. These standards required that as a premises owner take the following measures, among others, which defendants failed to do:

- a. Perform air monitoring for asbestos;
- b. Segregate asbestos work;
- c. Institute local exhaust ventilation and general ventilation;

d. Provide respiratory protection;

e. Warn those on the premises of the hazards of asbestos;

- f. Train those on the premises in the proper use of the protective equipment;
- Require those on the premises to change clothes before going home; and g.
- h. Preclude dry sweeping of asbestos dust.

#### 73.

In addition, defendants were members of the National Safety Council, including but not limited to Shell, Monsanto, Union Carbide, Borden, Dow, Exxon, Uniroyal, Hooker, Marathon, among others. The National Safety Council was established in 1913. The National Safety Council publishes the transactions of the annual Congress to its members. It also issued a National Safety News Magazine to its members. A number of articles that discussed the risks associated with asbestos exposure were published in either the transactions of the annual Congress or the National Safety News Magazine. Thus, these defendants would have received these publications discussing the hazards of asbestos. Also, several defendants were members of the Manufacturing Chemists Association, including Shell, Monsanto, Dow, American Cyanamid, Uniroyal, and Borden, which association published a manual dating back to the 1950s, which advised for the need for warning labels for hazardous dust creating products, such as asbestos.

74.

Shell Oil was aware of the hazards of asbestos well before Frank P. Ragusa, Jr. worked on its premises. The asbestos standards identified above discussed the hazards of asbestos and ways to reduce exposures as early as 1943. Additionally, as early as 1945, H.H. Zuidema, a Shell employee reported on asbestos as a carcinogen, which report was provide to the members of the American Petroleum Institute. Other Shell documents likewise reference literature discussing the hazards of asbestos in the 1950s. Additionally, Shell Oil advertised in the Southern Power & Industry publication, which publication included several articles in the 1940s discussing the hazards of asbestos and methods to reduce exposures to asbestos. Also, Shell Chemical was a member of the Manufacturing Chemists Association, which association published a manual dating back to the 1950s, which advised for the need for warning labels for hazardous dust creating products, such as asbestos.

75.

Monsanto was aware of the hazards of asbestos well before Mr. Ragusa worked on its premises. The asbestos standards identified above discussed the hazards of asbestos and ways to reduce exposures as early as 1943. Monsanto had knowledge of the asbestos threshold limit

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values set forth by the American Conference of Government Industrial Hygienists dating back to 1946. Additionally, Monsanto employed medical doctors and industrial hygienists as early as the 1940s. Dr. R. Emmet Kelly began working for Monsanto in 1936. He was aware of the hazards of asbestos at the time he began working for Monsanto. Dr. Kelly actually attended the Seventh Saranac Symposium in 1952. The presentations by various doctors indicated that a link existed between asbestos and several lung diseases, including asbestosis and lung cancer.

In his presentation at the Seventh Saranac Laboratory in 1952, Dr. Kenneth M. Lynch indicated that he tested the effects of asbestos from a period of twenty five years (1926-1950). The testing resulted in the knowledge of a causal relationship between asbestos and cancer in 1934. This discovery was formally set in a published record. Additionally, in 1947, Dr. Lynch discovered that 13.2% of persons suffering from asbestosis also developed cancer. Furthermore, Dr. Lynch spoke of several reports, dated from 1918 to 1952, discussing the association of cancer with asbestos.

Also, Dr. Merewether began noting the deaths from asbestos exposure in the United Kingdom during the years of 1924 to 1947, including asbestos with tuberculosis and asbestos with lung cancer. Dr. Merewether discovered that 16.2% of persons suffering from asbestosis also developed cancer, as apposed to the 13.2% found earlier, thus further indicating a causal relationship between exposure to asbestos dust and lung cancer. In addition, Dr. Merewether discussed the original cases of asbestosis discovered around 1902. Another doctor, Dr. Arthur J. Vorwald, discussed the discovery of asbestosis in the early 1900s and the availability of information concerning the disease through several reports, ever since. Dr. Vorwald also admitted that individuals exposed to asbestos fibers develop asbestosis. Thus, Monsanto's attendance at the Seventh Saranac Symposium in 1952 indicates that it knew, or at least should have known, of the hazardous nature of asbestos in causing asbestosis and lung cancer. Despite this knowledge, Monsanto failed to warn individuals on its premises of the harmful effects that result from the inhalation of asbestos fibers.

# 76.

Union Carbide was aware of the hazards of asbestos well before Mr. Ragusa worked on its premises. The asbestos standards identified above discussed the hazards of asbestos and ways to reduce exposures as early as 1943. Additionally, Union Carbide drafted an Asbestos Toxicology Report in 1965 outlining the hazards of asbestos. The report was written by Dr. Carl Dernehl, Union Carbide's Director of Toxicology. Dr. Dernehl was aware that asbestos could cause fatal diseases since he was first hired by Union Carbide in 1947.

77.

In addition, Union Carbide was also a member of the National Safety Council dating back to at least the 1930s. The National Safety Council was established in 1913. The National Safety Council publishes the transactions of the annual Congress to its members. It also issued a National Safety News Magazine to its members. A number of articles that discussed the risks associated with asbestos exposure were published in either the transactions of the annual Congress or the National Safety News Magazine. Thus, Union Carbide would have received these publications discussing the hazards of asbestos. Also, Union Carbide was a member of the Industrial Hygiene Foundation since at least the 1940s. The IHF was founded to conduct occupational health research, particularly with respect to the health effects of dust in the work place. One of the functions of the IHF was to gather and disseminate information regarding occupational health to its members. Since its inception, it has published special bulletins on items of general interest under the headings of legal bulletins, medical bulletins, management bulletins and engineering bulletins. Since 1937, member companies have been kept informed on occupational health issues by the Industrial Hygiene Digest, a monthly publication which is sent to all members in return for their annual membership fee. The Digest is a compilation of abstracts, grouped by topic, of the published domestic and foreign scientific and medical literature pertaining to industrial health and hygiene. In addition to scientific abstracts, the Digest included a section on legal developments, and also provide notice of any proposed changes in threshold limit values for various substances. Correspondence between members and the IHF established that members either participated in or knew of a number of studies and surveys dating as far back as the 1930's which had linked asbestos with various lung diseases. Additionally, Union Carbide sent representatives to the Seventh Saranac Symposium in 1952 where the hazards of asbestosis and cancer was discussed.

# 78.

Despite this knowledge, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries remained silent as to the hazards of asbestos, which suppression of the truth was made with the intention of obtaining an unjust advantage over unsuspecting victims, like Mr. Ragusa. Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries failed to advise Frank Ragusa, Jr. that asbestos could cause him to contract asbestos-related diseases, including asbestosis, lung cancer, and/or mesothelioma. Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy

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Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries failed to advise Frank Ragusa, Jr. that they should wear respiratory protection when working with and around asbestos-containing materials on their premises. By not advising him of this information, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries mislead them into believing that working on their premises around these products did not present a risk to his health. Moreover, Louisiana law requires that a premises owner provide a reasonably safe working environment, including the providing of the necessary protection to make the workplace safe. Additionally, by failing to warn Mr. Ragusa, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries were able to obtain the unjust advantage over Mr. Ragusa and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from defendants' work environment. These misrepresentations and suppressions by Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries sought to avoid having to provide costly respiratory and safety equipment to individuals on its premises. Also, Shell, Dow, Exxon, American Cyanamid, Rubicon, BP Products, Murphy Oil, ExxonMobil, Borden, Union Carbide, Entergy, Monsanto, Air Products, Marathon, Hooker, Vulcan, Ciba-Geigy, and CF Industries sought to prevent or limit occupational disease claims by injured persons and from family members who also contracted disease. These actions constitute fraud under Louisiana law.

79.

In addition, Frank Ragusa was exposed to asbestos during the years of 1984 through 1996. His injuries were caused by defendants' wanton and reckless disregard for public safety in the storage, handling, and transportation of asbestos to which Frank Ragusa was exposed and which resulted in his injuries. These companies are liable to petitioner for punitive damages pursuant to Article 2315.3 of the Louisiana Civil Code.

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## 80.

All defendants made the misrepresentations cited in the foregoing paragraphs despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

### 81.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Mr. Ragusa was exposed to products manufactured, distributed, sold, and/or used by the defendants in this case, and he contracted mesothelioma, cancer, and other related ill health effects.

#### 82.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over Mr. Ragusa and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

### 83.

Petitioner's causes of action are based upon the acts and omissions of defendants or those for whom the defendants are responsible, and are specifically not based upon any act committed at the direction of the United States Government.

### 84

As a result of the aforementioned acts of the hereinabove named defendants, Mr. Ragusa contracted mesothelioma and other related ill health effects.

85.

All of the hereinabove named defendants are jointly, severally, and in solido liable to petitioner for the damages sustained as a result of Mr. Ragusa's contraction of mesothelioma and other related ill health effects. Petitioner, Frank P. Ragusa, Jr., is entitled to damages for the following: past, present, and future physical pain and suffering; past, present, and future mental pain and suffering; fear of death and complications; permanent disability; loss of enjoyment of

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life and lifestyle; reduction in life expectancy; past, present, and future loss of income and loss of earning capacity; loss of fringe benefits; past, present, and future medical expenses; loss of personal services, costs of care and assistance, costs of custodial care; humiliation, frustration and inconvenience caused by the defendants; increased costs of insurance and other expenses incurred as a result of his disease; and all other general damages arising out of this action which may be shown at the trial of this matter.

86.

A trial by jury is demanded on all issues.

WHEREFORE, petitioner, Frank P. Ragusa, Jr., prays that the defendants named herein be duly cited to appear and answer, and that after all due proceedings are had, that there be judgment rendered herein in favor of petitioner and against defendants for all damages suffered by petitioner together with legal interest and all costs associated with the prosecution of this claim. Petitioner further prays for all general and equitable relief.

Respectfully submitted,

**ROUSSEL & CLEMENT** 

GÉROLYN P. ROUSSEL - 1134 PERRY J. ROUSSEL, JR. - 20351 JONATHAN B. CLEMENT - 30444 LAUREN R. CLEMENT - 31106 BENJAMIN P. DINEHART - 33096 1550 West Causeway Approach Mandeville, LA 70471 Telephone: (985) 778-2733 Facsimile: (985) 778-2734 ATTORNEYS FOR PETITIONER, FRANK P. RAGUSA, JR.

# PLEASE SERVE THE PETITION FOR DAMAGES and OPPOSITION TO MOTIONS FOR EXTENSION OF TIME ON THE FOLLOWING:

- 1. LOUISIANA INSURANCE GUARANTY ASSOCIATION through its agent for service of process Deidre Arceneaux 2142 Quail Run Drive Baton Rouge, LA 70808
- 2. HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly NORTHROP GRUMMAN SHIP SYSTEMS, INC. formerly, AVONDALE INDUSTRIES, INC. formerly AVONDALE SHIPYARDS, INC. and formerly, AVONDALE MARINE WAYS, INC.) Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La. 70816
- 3. EAGLE, INC. Through its agent for service of process: Susan B. Kohn 1100 Povdras St. New Orleans, LA 70163
- BAYER CROPSCIENCE, INC. (SUCCESSOR TO 4. RHONE POULENC AG COMPÀNY, FORMERLY AMCHEM PRODUCTS, INC. FORMERLY BENJAMIN FOSTER COMPANY) (Via Louisiana Long Arm Statute) through its agent for service of process: Corporation Service Company 80 State Street Albany, New York 12207
- 5. FOSTER WHEELER LLC (formerly FOSTER WHEELER CORPORATION) (Via Louisiana Long Arm Statute) Through its registered agent for service of process: United Agent Group, Inc. 3411 Silverside Road, Suite 104 **Tatnall Building** Wilmington, DE 19810
- GENERAL ELECTRIC COMPANY 6. Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La. 70816
- HOPEMAN BROTHERS, INC. 7. (Via Louisiana Long Arm Statute) **AWH** Corporation 435 Essex Ave., Suite 101 Waynesboro, Virginia 22980
- 8. THE MCCARTY CORPORATION (SUCCESSOR TO MCCARTY BRANTON, INC. AND PREDECESSOR AND SUCCESSOR TO MCCARTY INSULATION SALES, INC.) Through its agent for service of process: Paul H. Spaht 4232 Bluebonnet Blvd. Baton Rouge, LA 70809

# LONG ARM SERVICE

# LONG ARM SERVICE

# LONG ARM SERVICE

- 9. TAYLOR-SEIDENBACH, INC. Through its agent for service of process: Hal Shepard 731 South Scott St. New Orleans, LA 70119
- 10. CBS CORPORATION

   (f/k/a WESTINGHOUSE ELECTRIC CORPORATION)
   Through its agent for service of process:
   The Company Corporation
   251 Little Falls Drive
   Wilmington, DE 19808
- 11. UNIROYAL, INC. (Via the Louisiana Long Arm Statute) 70 Great Hill Road Naugatuck, CT 06770
- INTERNATIONAL PAPER COMPANY Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La 70816
- SHELL OIL COMPANY Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- 14. THE DOW CHEMICAL COMPANY; Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- 15. EXXON MOBIL CORPORATION (formerly EXXON CORPORATION, formerly HUMBLE OIL & REFINING COMPANY, formerly ESSO STANDARD OIL COMPANY, formerly STANDARD OIL COMPANY OF NEW JERSEY); Through its agent for service of process: Corporation Service Company 501 Louisiana Ave Baton Rouge, LA 70802
- 16. WYETH HOLDINGS, LLC (f/k/a, WYETH HOLDINGS CORPORATION, f/k/a AMERICAN CYANAMID COMPANY) Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- 17. ZENECA, INC. (As successor by merger to Rubicon Chemicals, Inc.) Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- BP PRODUCTS NORTH AMERICA, INC. (f/k/a BP EXPLORATION & OIL, INC., f/k/a BP OIL, INC.) Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816

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# LONG ARM SERVICE

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- MURPHY OIL USA, INC. Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- 20. EXXONMOBIL OIL CORPORATION (f/k/a MOBIL OIL CORPORATION) Through its agent for service of process: Corporation Service Company 501 Louisiana Ave Baton Rouge, LA 70802
- HEXION, INC. (f/k/a MOMENTIVE SPECIALTY CHEMICALS, INC, f/k/a HEXION SPECIALTY CHEMICALS, INC. f/k/a BORDEN CHEMICAL, INC. f/k/a BORDEN, INC. f/k/a THE BORDEN COMPANY) Through its agent for service of process: Corporation Service Company 501 Louisiana Ave Baton Rouge, LA 70802
- 22. UNION CARBIDE CORPORATION Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La. 70816
- 23. ENTERGY LOUISIANA, LLC (f/k/a LOUISIANA POWER & LIGHT) Through its registered agent for service of process: John A. Braymer 446 North Blvd. Baton Rouge, LA 70802
- PHARMACIA LLC

   (INDIVIDUALLY AND AS SUCCESSOR TO PHARMACIA CORPORATION, MONSANTO COMPANY, SUCCESSOR TO MONSANTO CHEMICAL COMPANY, AND SUCCESSOR TO LION OIL COMPANY); Through its registered agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- AIR PRODUCTS AND CHEMICALS, INC. Through its registered agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- MARATHON PETROLEUM COMPANY LP Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- OCCIDENTAL CHEMICAL CORPORATION

   (formerly, HOOKER CHEMICALS & PLASTICS CORP., formerly, HOOKER CHEMICAL CORPORATION)
   Through its agent for service of process:
   CT Corporation System
   3867 Plaza Tower Dr.
   Baton Rouge, LA 70816

- 28. RILEY POWER, INC. (formerly BABCOCK BORSIG POWER, INC. formerly DB RILEY, INC., formerly RILEY STOKER CORPORATION) Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- 29. LEGACY VULCAN, LLC Through its registered agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- 30. SYNGENTA CROP PROTECTION, LLC (f/k/a SYNGENTA CROP PROTECTIONS, INC., SUCCESSOR IN INTEREST TO NOVARTIS CROP PROTECTION, INC., SUCCESSOR IN INTEREST TO CIBA-GEIGY CORPORATION); Through its registered agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- CF INDUSTRIES NITROGEN, LLC; Through its agent for service of process: Corporation Service Company 501 Louisiana Ave Baton Rouge, LA 70802
- FMC CORPORATION (successor by merger to Link-Belt Company) Through its registered agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, LA 70816
- THE MANITOWOC COMPANY, INC. Through its agent for service of process: Corporation Service Company 501 Louisiana Ave Baton Rouge, LA 70802
- CATERPILLAR GLOBAL MINING, LLC

   (as successor to Bucyrus International, Inc., successor to Marion Power Shovel Company) Through its agent for service of process: The Corporation Service Company 251 Little Falls Drive Wilmington, DE 19808
- 35. TEREX CORPORATION

   (As successor to American Crane Corporation, f/k/a American Hoist & Derrick) Through its agent for service of process: Corporation Service Company 100 Pearl St. 17<sup>th</sup> Floor MC-CSC1 Hartford, CT 06103
- 36. ALBERT BOSSIER, JR. Through his agent for service of process: Brian Bossier
  3421 North Causeway Blvd. Suite 900 Metairie, LA 70002

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### **UNITED STATES DISTRICT COURT**

### EASTERN DISTRICT OF LOUISIANA

FRANK P. RAGUSA, JR.	*	CIVIL ACTION NO. 2:21-cv-01971
VS.	*	SECTION "J" (5)
	*	JUDGE CARL J. BARBIER
LOUISIANA INSURANCE	*	MAGISTRATE JUDGE
GUARANTY ASSOCIATION,		MICHAEL B. NORTH
ET. AL.	*	

### FOURTH SUPPLEMENTAL AND AMENDING COMPLAINT

**NOW INTO COURT**, through undersigned counsel, come Plaintiffs, Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors, who suggest to the Court that they desire to supplement and amend the Original Petition for Damages, the First Supplemental and Amending Petition for Damages, the Second Supplemental and Amending Petition for Damages, and the Third Supplemental and Amending Complaint filed herein in the following particulars:

I.

By amending the caption, body, and prayer of the Original Petition for Damages, the First Supplemental and Amending Petition for Damages, the Second Supplemental and Amending Petition for Damages, and the Third Supplemental and Amending Complaint to include as Plaintiffs, Maxine Becky Polkey Ragusa, surviving spouse of Frank Ragusa, Jr., and Valerie Ann Ragusa Primeaux and Stephanie Jean Ragusa Connors, the daughters of Frank Ragusa, Jr., and to assert any and all rights and claims to which they are entitled as a result of the injuries and death of Frank

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Ragusa, Jr., as well as to assert any and all survival and wrongful death claims to which they are entitled.

II.

By adding an additional paragraph to be numbered "100" to read as follows:

"100."

On June 12, 2024, original Plaintiff, Frank Ragusa, Jr., died in the State of Louisiana. At the time of his death, he was survived by his wife, Maxine Becky Polkey Ragusa, and his daughters, Valerie Ann Ragusa Primeaux and Stephanie Jean Ragusa Connors, who wish to be substituted as Plaintiffs for all survival damages currently existing against all Defendants. In addition, Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors assert any and all rights and claims for wrongful death damages against all Defendants.

### III.

By adding an additional paragraph to be numbered "101 to read as follows:

101.

Decedent, Frank Ragusa, Jr., died on June 12, 2024, as a result of mesothelioma, complications therefrom and/or complications from treatment therefrom, and other ill health effects related thereto.

#### IV.

By adding an additional paragraph to be numbered "102 to read as follows:

### 102.

All of the Defendants named in this Fourth Supplemental and Amending Complaint as well as in the Original Petition for Damages, First Supplemental and Amending Petition for Damages, Second Supplemental and Amending Petition for Damages, and Third Supplemental and Amending Complaint are jointly, severally, and *in solido* liable to Plaintiffs for the damages sustained as a result of Mr. Ragusa's contraction of asbestos-related mesothelioma and death.

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V.

By adding an additional paragraph to be numbered "103" to read as follows:

## 103.

Plaintiffs are entitled to damages for the following: physical pain and suffering of Frank Ragusa, Jr.; mental pain and anguish (including but not limited to fear of death) which Mr. Ragusa suffered; humiliation and emotional distress suffered by Mr. Ragusa, loss of income and earning capacity of Mr. Ragusa; medical expenses; care and personal assistance provided to Mr. Ragusa; loss of personal services; loss of enjoyment of life and lifestyle; loss of support to wife and child; loss of consortium and society, love, and affection; loss of services, loss of companionship; grief suffered by Maxine Becky Polkey Ragusa, the wife of Mr. Ragusa, and Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors, the daughters of Frank Ragusa, Jr., as a result of the death of Mr. Frank Ragusa, Jr.; funeral expenses; lost expenses related to the injuries and death of Frank Ragusa, Jr.; funds expended for the care and treatment of Frank Ragusa, Jr.; and all other general damages arising out of this survival and wrongful death action which may be shown at the trial of this matter.

### VI.

Plaintiffs re-aver and incorporate herein by reference as if copied herein in extenso all

allegations of the original Petition for Damages, First Supplemental and Amending Petition for

Damages, Second Supplemental and Amending Petition for Damages, and Third Supplemental and

Amending Complaint except to the extent they have been amended or supplemented herein.

VII.

Plaintiffs reiterate that trial by jury is requested on all issues.

WHEREFORE, Plaintiffs, Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux,

and Stephanie Jean Ragusa Connors, reiterating the prayers of the original Petition for Damages,

First Supplemental and Amending Petition for Damages, Second Supplemental and Amending

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Petition for Damages, and Third Supplemental and Amending Complaint as though set forth at length herein, prays that the original Petition for Damages, First Supplemental and Amending Petition for Damages, Second Supplemental and Amending Petition for Damages, and Third Supplemental and Amending Complaint be supplemented and amended in the above particulars, that the Defendants named herein be duly cited to appear and answer, and that after all due proceedings are had, there be judgment rendered herein in favor of Plaintiffs and against Defendants for all damages suffered by Plaintiffs, together with legal interest from the date of judicial demand, and all costs associated with the prosecution of this claim. Plaintiffs further pray for a jury trial on all issues and for all general and equitable relief to which he may be entitled.

# **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the Third Supplemental and Amending Complaint has been served upon counsel for all parties by Electronic Service through the Electronic Case Filing System or by FAX, on this 18<sup>th</sup> day of June, 2024.

> /s/Benjamin P. Dinehart BENJAMIN P. DINEHART

Respectfully Submitted;

# **ROUSSEL & CLEMENT**

/s/Benjamin P. Dinehart GEROLYN P. ROUSSEL #1134 PERRY J. ROUSSEL, JR. #20351 JONATHAN B. CLEMENT #30444 LAUREN R. CLEMENT #31106 BENJAMIN P. DINEHART #33096 1550 West Causeway Approach Mandeville, Louisiana 70471 Telephone: (985) 778-2733 Facsimile: (985) 778-2734 ATTORNEYS FOR PLAINTIFFS Case 24-32428-KLP Doc 86-49 Filed 07/30/24 Entered 07/30/24 15:11:49 Desc Exhibit(s) 49 Page 1 of 34

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CIVIL

# CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

# STATE OF LOUISIANA

NUMBER: 2022-5988 DIVISION ""

" G-11

SEC: ""

#### TOMMY P. RIVET

versus

HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); LOUISIANA INSURANCE GUARANTY ASSOCIATION; THE TRAVELERS INDEMNITY COMPANY; CERTAIN UNDERWRITERS AT LLOYD'S, LONDON; PENNSYLVANIA GENERAL INSURANCE COMPANY (formerly, American Employers Insurance Company); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.; TAYLOR-SEIDENBACH, INC.; PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation); UNIROYAL, INC.; INTERNATIONAL PAPER COMPANY

FILED:\_\_\_\_\_

# DEPUTY CLERK

### PETITION FOR DAMAGES

The petition of Tommy P. Rivet, a person of the full age of majority and resident of the State of Louisiana, with respect represents:

1.

Defendants, Eagle, Inc. and Taylor-Seidenbach, Incorporated, are domestic corporations with their registered offices in the Parish of Orleans, State of Louisiana. In addition, tortious conduct of Huntington Ingalls Incorporated, Eagle, Inc., Taylor-Seidenbach, Incorporated, and The McCarty Corporation occurred in the Parish of Orleans. Also, the following executive officers of Avondale were domiciled in Orleans Parish: James Bull, C. Edwin Hartzman, Hettie Dawes Eaves, Henry "Zac" Carter, John McCue, and Ewing Moore. Libby Rivet, Sr. and Libby Rivet, Jr. were exposed to asbestos in Orleans Parish. Also, Tommy P. Rivet was exposed to asbestos in Orleans Parish and received injury in Orleans Parish. Accordingly, venue is proper in Orleans Parish against all defendants pursuant to Louisiana Code of Civil Procedure articles 42, 73, and 74.

2.

Defendants, HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); LOUISIANA INSURANCE GUARANTY ASSOCIATION; THE TRAVELERS INDEMNITY COMPANY; CERTAIN UNDERWRITERS AT LLOYD'S, LONDON; PENNSYLVANIA GENERAL INSURANCE COMPANY (formerly, American Employers Insurance Company); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.; TAYLOR-SEIDENBACH, INC.; PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation); UNIROYAL, INC.; INTERNATIONAL PAPER COMPANY (hereinafter collectively referred to as "defendants"), are all corporations incorporated under the laws of the various states of the United States. Defendants all have their principal place of business in various states of the United States, as well as some foreign countries. All of them may be served under and by virtue of the Long Arm Statute of the State of Louisiana, either through their authorized agents, servants, and/or employees, or through the Secretary of State, State of Louisiana.

3.

Libby Rivet. Sr. worked with and/or on the premises of Huntington Ingalls Incorporated (formerly, Northrop Grumman Shipbuilding, Inc., formerly Northrop Grumman Ship Systems, Inc., formerly Avondale Industries, Inc. and formerly Avondale Shipyards, Inc., formerly Avondale Marine Ways, Inc.) (hereinafter sometimes "Avondale" or "Avondale Industries, Inc.") from approximately 1955 through 1975. From approximately 1955 through 1975, Libby Rivet, Sr., the father of Tommy Rivet, was employed in various positions by or on the premises of "Avondale". During this employment, Libby Rivet, Sr. was exposed to dangerously high levels of asbestos in the normal routine course of his work. During Libby Rivet, Sr.'s employment at Avondale, he was exposed to asbestos and asbestos-containing products manufactured, distributed, sold, and/or handled by all defendants.

4.

Libby Rivet, Jr. worked with and/or on the premises of Huntington Ingalls Incorporated (formerly, Northrop Grumman Shipbuilding, Inc., formerly Northrop Grumman Ship Systems, Inc., formerly Avondale Industries, Inc. and formerly Avondale Shipyards, Inc., formerly Avondale Marine Ways, Inc.) (hereinafter sometimes "Avondale" or "Avondale Industries, Inc.") beginning in approximately 1969. Libby Rivet, Jr., the brother of Tommy Rivet, was employed in various

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positions by or on the premises of "Avondale". During this employment, Libby Rivet, Jr. was exposed to dangerously high levels of asbestos in the normal routine course of his work. During Libby Rivet, Jr.'s employment at Avondale, he was exposed to asbestos and asbestos-containing products manufactured, distributed, sold, and/or handled by all defendants.

5.

While Libby Rivet, Sr. and Libby Rivet, Jr. were direct employees of Avondale, James Bull, Henry "Zac" Carter, Burnette "Frenchy" Bordelon, James O'Donnel, C. Edwin Hartzman, Albert Bossier, Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett were executive officers of Avondale with the specific responsibility for the health and safety of the Rivets and their fellow employees during the time Tommy Rivet was exposed to asbestos. James Bull, Henry "Zac" Carter, Burnette "Frenchy" Bordelon, James O'Donnel, C. Edwin Hartzman, Albert Bossier, Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett have since died and/or cannot be located. Lamorak Insurance Company (as successor in interest to the liability for policies of insurance issued by Commercial Union Insurance Company, Employers Commercial Union Insurance Company), Pennsylvania General Insurance Company (formerly, American Employers Insurance Company), and Certain Underwriters At Lloyd's, London provided insurance coverage for the liability of the following executive officers: James Bull, Henry "Zac" Carter, Burnette "Frenchy" Bordelon, James O'Donnel, C. Edwin Hartzman, Albert Bossier, Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett. Pursuant to Louisiana Revised Statute 22:1269, plaintiff herein asserts a direct action against Pennsylvania General Insurance Company (formerly, American Employers Insurance Company), and Certain Underwriters At Lloyd's, London for the liability of the following deceased executive officers: James Bull, Henry "Zac" Carter, Burnette "Frenchy" Bordelon, James O'Donnel, C. Edwin Hartzman, Albert Bossier, Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett.

6.

Lamorak Insurance Company was declared insolvent on March 11, 2021. Plaintiff now makes claims against Louisiana Insurance Guaranty Association (hereinafter referred to as "LIGA"),

who has a statutory obligation to plaintiff based upon policies of insurance issued by insolvent insurer, Lamorak Insurance Company, including but not limited to, employers' liability, commercial general liability insurance policies and/or excess liability insurance policies covering the following executive officers of Avondale for the liability asserted herein: James Bull, Henry "Zac" Carter, Burnette "Frenchy" Bordelon, James O'Donnel, C. Edwin Hartzman, Albert Bossier, Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett. Plaintiff also makes claims against LIGA based upon statutory obligations to plaintiff based upon policies of insurance issued by Lamorak Insurance Company covering Eagle, Inc. and The McCarty Corporation.

7.

Additionally, Avondale and James Bull, Henry "Zac" Carter, Burnette "Frenchy" Bordelon, James O'Donnel, C. Edwin Hartzman, Albert Bossier, Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett were insured by American Motorists Insurance Company and Highlands Insurance Company for the liability asserted herein, and plaintiff asserts a claim against Avondale for this liability pursuant to a buy-back contract and agreement.

8.

Under a buy-back contract and agreement between Avondale and American Motorists Insurance Company, Avondale is an additional insurer under the American Motorists Insurance Company policies providing coverage to Avondale and its executive officers and employees for the liability asserted in plaintiff's petition. The plaintiff asserts an action against Avondale pursuant to this contract and agreement pursuant to La. Civil Code articles 1821-1823.

9.

Under a buy-back contract and agreement between Avondale and Highlands Insurance Company, Avondale is an additional insurer under the Highlands Insurance Company policies providing coverage to Avondale and its executive officers and employees for the liability asserted in plaintiff's petition. The plaintiff asserts an action against Avondale pursuant to this contract and agreement pursuant to La. Civil Code articles 1821-1823.

10.

Also, Avondale is vicariously liable for the acts of its executive officers: James Bull, Henry "Zac" Carter, Burnette "Frenchy" Bordelon, James O'Donnel, C. Edwin Hartzman, Albert Bossier,

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Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett.

11.

During the employments of Libby Rivet, Sr. and Libby Rivet, Jr., Tommy Rivet was exposed to dangerously high levels of asbestos through contact with them as well as through the handling and washing of their clothes and other objects belonging to him as well as being in the area of others washing and handling their clothes and other objects belonging to them.

12.

As a result of these exposures to asbestos, Tommy Rivet contracted mesothelioma and other related ill health effects associated therewith, which was first diagnosed on approximately May 19, 2022.

13.

Libby Rivet, Sr. and Libby Rivet, Jr. were employed in various positions by or on the premises of Avondale which resulted in asbestos exposure to Tommy Rivet. Avondale and its executive officers were aware or should have been aware of the dangerous condition presented by exposure to asbestos to the Rivets and their family members. Avondale and its executive officers were aware or should have been aware that Tommy Rivet (and other similarly situated family members of their working force) would suffer from asbestos-related diseases and other ill health effects associated therewith as a result of this exposure, but Avondale failed and/or willfully withheld from them knowledge of the dangers from exposure to asbestos fiber.

14.

In addition to the foregoing acts of negligence and intentional concealment, Avondale and its executive officers are guilty of the following:

- a) Failing to reveal and knowingly concealing critical medical information from Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet, including the ability to expose family members to asbestos through the clothing of its workers;
- b) Failing to reveal and knowingly concealing the inherent dangers in the use of asbestos, and other harmful substances in their manufacturing process and/or in connection with the work which exposed Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet;
- c) Failing to provide necessary protection to Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet;
- d) Failing to provide clean, respirable air and proper ventilation;
- e) Failing to provide necessary showers and special clothing;

- f) Failing to segregate work areas so that workers would not be exposed to deadly asbestos fiber;
- g) Failing to provide necessary and adequate respiratory protection;
- h) Failing to warn employees of the dangers associated with exposure to asbestos;
- i) Failing to use non-asbestos containing products on jobs where non-asbestos containing products were specified.
- j) Wanton and reckless disregard in the storage, handling, and transportation of asbestos;
- k) Requiring employees to dispose of asbestos in dumpsters, into the river, and onto the land instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;
- 1) Requiring employees to dispose of asbestos under buildings instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;
- m) Failing to warn of the dangers of exposure to asbestos;
- n) Requiring employees to dispose of asbestos without precautions to prevent exposure;
- o) Failing to post warnings regarding asbestos and the hazards of same;
- p) Failing to warn employees that exposure to asbestos could cause deadly diseases including mesothelioma, cancer, asbestosis, pleural thickening, and pleural plaques; and
- q) Failing to warn employees of the invisible nature of harmful asbestos, that it could be carried home on clothing and other objects by a worker, and that it could cause diseases such as asbestosis, pleural plaques, pleural thickening, cancer, and mesothelioma.

These defendants committed these negligent and intentional acts knowing full well that Tommy Rivet's injuries would follow or were substantially certain to follow.

15.

Avondale had the responsibility of providing Libby Rivet, Sr. and Libby Rivet, Jr. with a safe place to work and safety equipment with which to conduct their work; however, they negligently and/or intentionally failed to carry out these duties and failed to protect them from the dangers of toxic fiber and dust exposure knowing full well or being substantially certain that certain family members of workers, including Tommy Rivet, would develop disease as a result thereof.

16.

Avondale had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted Tommy Rivet's asbestosrelated mesothelioma and for which these defendants are strictly liable under Louisiana law. 17.

Defendant, Avondale, is responsible for the conduct of those individuals and companies working on their premises with asbestos products which resulted in exposure to asbestos to Tommy Rivet, which asbestos was defective and which presented an unreasonable risk of harm, and which asbestos resulted in his asbestos-related mesothelioma, and for which defendant is liable under Louisiana law.

## 18.

Avondale failed to exercise reasonable care for the safety of persons on or around their property and failed to protect the Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet from the unreasonably dangerous conditions created by asbestos which existed due to their failure to properly handle and control the asbestos which was in their care, custody, and control. At all times material herein, standards were in existence, including the Walsh Healey standards and Louisiana Sanitary Code - Industrial Health Standards, which required Avondale herein to provide Libby Rivet, Sr. and Libby Rivet, Jr. and their co-workers who handled or were exposed to harmful material with protection from the harms of asbestos. Avondale failed and/or willfully refused to comply with these standards thereby resulting in exposure to asbestos to the Libby Rivet, Sr. and Libby Rivet, Jr. thereby resulting in exposure and injury to Tommy Rivet.

# 19.

The defendants, including Avondale, were informed that asbestos dust presented health risks by the U.S. Government or agencies acting on behalf of the U.S. Government no later than 1942. The U.S. Government issued advisories, through the U.S. Maritime Commission and the Walsh Healey Public Contracts Act, to all government contractors regarding their findings of enumerated health risks in the work place. During the 1950s, the Department of Defense adopted and distributed to all government contractors, safety standards that pertained to the use of these defendants' products in various work places. In 1952, Louisiana adopted a workers compensation remedy for asbestosis. In the 1950s, the Walsh-Healy Act was promulgated, which adopted safety standards and regulations regarding asbestos dust. Also, in the 1940s, Louisiana adopted safety standards and regulations regarding asbestos pursuant to the Louisiana Sanitary Code's Industrial Health standards. Based on information and belief, each of these companies, their predecessor, and executive officers were made aware of these findings at the time they were issued. This was done without warning to plaintiff and without the knowledge on the part of the plaintiff that she was in danger. During their employment at Avondale, Libby Rivet, Sr. and Libby Rivet, Jr. were exposed to asbestos being used and handled at Avondale. Accordingly, Tommy Rivet was exposed to asbestos from the person, clothing, and

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other objects of his father and brother. This exposure occurred because Avondale and its executive officers failed to comply with safety standards identified herein. They failed to properly handle and control the asbestos. Avondale and its executive officers are liable for the misuse of asbestos, including but not limited to the failure to warn of the hazardous nature and dangers of asbestos and for the failure to take and implement reasonably safe and industrial hygiene measures, failure to train, and failure to adopt safety procedures for the safe installation and removal of asbestos.

#### 20.

Prior to the time Tommy Rivet was exposed to asbestos, all defendants were aware or should have been aware of the health hazards associated with exposure to asbestos, including but not limited to pleural plaques, fibrosis, asbestosis, cancer, and mesothelioma. Further, all defendants were aware or should have been aware that invisible asbestos particles could remain airborne for many hours and that exposure could occur even after actual use of the products ceased; nevertheless, defendants remained silent as to the unreasonably dangerous nature of the products which suppression of the truth was made with the intention of obtaining an unjust advantage over unsuspecting victims. Such conduct constitutes fraud under Louisiana law.

### 21.

All defendants made the misrepresentations cited in the foregoing paragraphs despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

#### 22.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet were exposed, and as a result Tommy Rivet contracted mesothelioma which was diagnosed on approximately May 19, 2022.

#### 23.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over Tommy Rivet, and other family members of employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these

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misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

# 24.

The health hazards of asbestos have been recognized by those in the business for two thousand years. The Greek geographer Strabo and the Roman historian Pliny the Elder both recognized asbestosis in slaves whose task was to weave asbestos into cloth. There is conclusive evidence (more specifically outlined below) that by the end of 1930, it was widely known in the United States by those in the industry and their insurers that exposure to asbestos could cause asbestosis and cancer, that asbestosis was a fatal disease, and that the latency period of asbestosis and other asbestos-related disease was of many years duration subsequent to initial exposure, yet this knowledge was suppressed from workers like the Rivets, and family members of workers such as Tommy Rivet.

25.

By the time Libby Rivet, Sr. and Libby Rivet, Jr. began working with and around asbestos products, virtually every state in the Unites States recognized asbestosis as a compensable claim under workers' compensation laws. In fact, the Louisiana legislature in 1952, when it enacted its first Workers' Compensation Occupational Disease Act, listed asbestosis as a compensable occupational disease. Moreover, all companies with government contracts were bound to comply with health and safety requirements of the Walsh Healey Public Contract Act first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943 as well as the Louisiana Sanitary Code's Industrial Health standards in 1943. These standards addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. They also required isolation of dusty work, ventilation, use of respirators, and medical examinations by doctors. Despite this, Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet were never warned of any hazard associated with asbestos, were never protected by use of adequate ventilation, and Libby Rivet, Sr. and Libby Rivet, Jr. were required to work with and around asbestos products. Despite the fact that all defendants were aware of the hazards of asbestos and silica and other toxic substances to which Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet were exposed, they failed and refused to warn of these dangers and, furthermore, concealed these hazards. Moreover, defendants suppressed and prevented the dissemination of information relating to the hazards of asbestos, thus constituting fraud under Louisiana law. Even after OSHA became the law in 1971, they were not warned of the health hazards associated with exposure to asbestos.

The acts of the defendants, as described above, constitute a fraudulent misrepresentation

and/or concealment which proximately caused the injuries to the Petitioners in the following manner:

- 1) The material published or caused to be published was false and incomplete and that the defendants knowingly and deliberately deleted references to the known health hazards of asbestos and asbestos-related products.
- 2) The defendants intended the publication of false and misleading reports and/or the non-disclosure of documented reports of the health hazards of asbestos:
  - a) To maintain a favorable atmosphere for the continued sale and distribution and use of asbestos and asbestosrelated products;
  - b) To assist in the continued pecuniary gain of the defendants through the sale of asbestos products to an ignorant public;
  - To influence in the defendant's favor, legislation to c) regulate asbestos exposures and unlimited medical and disability claims for compensation;
  - d) To provide a defense against lawsuits brought for injury resulting from asbestos disease;
  - To prevent relevant medical inquiry about asbestos e) disease;
  - f) To mislead the general public, and the Petitioner herein, about the hazards associated with asbestos products; and
  - To induce the Petitioner to use and continue to use g) asbestos products.
- 3) The Petitioners reasonably relied upon the published medical and scientific data documenting the purported safety of asbestos and asbestos-related products, and the absence of published medical and scientific reports on the hazards of asbestos and asbestos-related products because Petitioner believed it to be safe.
- Defendants, intended the Petitioner to rely upon the published reports 4) regarding the safety of asbestos and asbestos-related products and upon the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products, and therefore to continue their exposure to those products.
- Defendants are in a position of superior knowledge regarding the 5) health hazards of asbestos and therefore the Petitioner and others deciding to use the said asbestos-containing products to which Petitioner was exposed, had a right to rely on the published reports commissioned by the defendants regarding the health hazards of asbestos and the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products.

27.

Insurance premiums were set based on the risks posed by the insured. Insurance companies discussed the hazards of asbestos with insured who manufactured, used, or distributed asbestos products. Insurance field inspectors would survey the premises or operations of the insured, advise the insured of the hazard, and set the premium accordingly. This was true prior to the time that the Rivets was first exposed to asbestos and continued throughout their employment. The fact that workers' compensation insurance carriers were concerned about asbestos is evidenced by the 1932 occupational disease report in "The National Underwriter" where asbestos was listed as a serious hazard receiving special attention "for some time" in insurance underwriting. When the Supreme Court of North Carolina (*McNeely v. Carolina Asbestos Co.*, May 23, 1934) determined that asbestosis was compensable under its workers' compensation law, insurance executive F. R. Jones wrote that the <u>McNeely</u> case and others like it injected elements of uncertainty that rendered the hazards of asbestosis "often uninsurable at practicable rates."; he wrote that even though rates for those in the asbestos business were high, "their adequacy ... is generally doubted." To avoid losing money, insurance companies instituted a practice of servicing claims as well as providing the insurance--"sort of a right pocket to left pocket...in other words there wasn't any way (insurance companies) could lose money on it." (See deposition of Harry J. Flynn in <u>Bradley v. Todd</u> Shipyards, Inc., C.A. No. 85 - 05657, Div. "D", Civil District Court for the Parish of Orleans.)

28.

That all defendants and the companies that insured them knew of the health hazards associated with exposure to asbestos since the 1930s (and suppressed this information) is shown by numerous documents and testimony. In fact, the knowledge was so well recognized in the asbestos industry that the insurance industry considered confessing liability; instead, they decided to make it "economically impossible" for plaintiffs to pursue their claims. The minutes of meetings in 1976 and 1977 of American Mutual Insurance Alliance (an insurance industry association) confirm that the hazards of asbestos exposure have been known for many years. These minutes specifically state that medical research in 1900 linked asbestos with asbestosis and by 1935 it was recognized that asbestos caused cancer. In a memorandum of a meeting of a discussion group dated April 21, 1977, it was stated: The meeting closed with a unanimous rejection of a suggestion that liability in asbestos cases be admitted and the carriers agreed between themselves as to their respective losses and expenses. That insurance companies and their insureds were working together to discourage plaintiffs from pursuing valid claims is also demonstrated in earlier memos. In minutes dated May 22, 1974, discussing Borel v. Fibreboard Paper Products Corporation, 493 F.2d 1076, (5th Cir. 1973), cert. denied, 419 U.S. 869 (1974), it is stated: "The appeals court decision in the Borel case of course sets a very bad precedence for our other pending asbestosis cases and (sic) this jurisdiction we will soon have to formulate a 'game plan' for the continued defense of these asbestosis cases with the other defendants." In a memo dated October 22, 1974, it was decided that the asbestos defendants and their insurance companies would resist pending cases "and attempt to make this economocially (sic) impossible for the plaintiffs to pursue the other cases." These attempts to

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prevent and stifle valid claims by plaintiffs shows that the defendants, to this day, are committing fraud.

29.

In addition to the IHF, there were other trade associations which were formed to aid and service companies in the asbestos industry. Members of the Asbestos Textile Institute (ATI), founded on November 16, 1944, included companies which produced asbestos containing cloth and other products. At the June 13, 1946, meeting of the Asbestos Textile Institute, a question was posed as to whether or not a committee should be formed to deal with the question of dust control. Beginning on June 13, 1946, a subcommittee of the dust control committee of the Asbestos Textile Institute recommended that the committee contact the United States government, the state governments in which member plants were located, the Mellon Institute, and Metropolitan Life for the purpose of preparing a tentative program aimed at bringing to member companies the assistance of qualified technical and medical people. In 1946, the ATI was presented with a plan for a central medical committee which would call for individual medical programs at all facilities using asbestos as well as a central medical department which would be responsible to the association. Recommendations for initial medical examinations and periodic follow-up examinations were also made. The recommendation for periodic medical examinations was characterized by the presenting doctor as "fundamental in an industry where there was a 'known occupational health hazard'". While the ATI considered this proposal, it nonetheless elected to defer the plan. During the late 1940's and early 1950's, the ATI was presented with a number of other plans for wide ranging research on various issues dealing with asbestos-related disease in the asbestos industry. However, in some instances, the research projects and proposals were discarded.

## 30.

Another trade organization was the National Insulation Manufacturers Association ("NIMA"), which formed in December of 1958 as a joint venture trade association to serve as a voice for the mineral insulation industry. After 1958, personnel of Ruberoid/GAF (defendant herein) attended most, if not all, NIMA meetings at which health hazards were frequently the topic of formal discussions. NIMA members had unequivocal knowledge of the potential health hazards posed by unprotected and prolonged exposure to excessive quantities of airborne asbestos fiber. The testimony of Harry Kaufman, who came to Ruberoid in 1958 as Assistant Director of Quality Control, admit knowledge of the potential health hazards to an unprotected worker from exposure to asbestos fiber as far back as 1943 when he attended a five month course at the University of Maryland on Industrial Safety.

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31.

Pennsylvania General Insurance Company (formerly, American Employers Insurance Company) provided coverage to Eagle, Inc. for the liability asserted herein, and plaintiff asserts a direct action pursuant to Louisiana Revised Statute 22:1269 against this insurance company for the liability of Eagle, Inc.

## 32.

The Travelers Indemnity Company provided coverage to The McCarty Corporation for the liability asserted herein, and plaintiff asserts a direct action pursuant to Louisiana Revised Statute 22:1269 against this insurance company for the liability of The McCarty Corporation.

### 33.

At all times material herein, Libby Rivet, Sr. and Libby Rivet, Jr. were exposed to asbestos manufactured, distributed, and sold by Hopeman Brothers, Inc. and Wayne Manufacturing Company. The asbestos-containing products manufactured, distributed and/or sold by Hopeman Brothers, Inc. and Wayne Manufacturing Company were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, these defendants failed and refused to warn the Rivets of the danger of exposure to such products. They also failed to warn them of the invisible nature of the asbestos and that is could cause deadly diseases such as mesothelioma and cancer. As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, sold, and/or used by these companies, Tommy Rivet was exposed to asbestos fibers through the work of his father and brother, proximately causing his mesothelioma and other related ill health effects. Plaintiff further contends that said defendants are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, defendants are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

#### 34.

During the employment of Libby Rivet, Sr. and Libby Rivet, Jr. with Avondale, Hopeman Brothers, Inc. also performed contracting work wherein asbestos-containing products were used. During this contracting work, Hopeman Brothers, Inc. exposed the Rivets to asbestos-containing products, which caused and/or contributed to Tommy Rivet's asbestos-related diseases and other related ill health effects. Defendant, Hopeman Brothers, Inc., had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which

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asbestos resulted in injury to Tommy Rivet and for which Hopeman Brothers, Inc. is strictly liable under Louisiana law. Moreover, defendant, Hopeman Brothers, Inc., is answerable for the conduct of those handling asbestos products over which it had control, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in injury to Tommy Rivet and for which defendant is strictly liable under Louisiana law.

#### 35.

In addition to the aforementioned acts of negligence, intentional tort, fraud, and strict liability of Hopeman Brothers, Inc. and Wayne Manufacturing Co., Hopeman Brothers, Inc. is also liable because Wayne Manufacturing Corporation was the alter ego of Hopeman Brothers, Inc. at all time material herein.

36.

Plaintiff also makes additional allegations against Hopeman Brothers, Inc. who was aware of the risk of harm presented by its asbestos products. Hopeman Brothers, Inc. either through exchange of information and/or industry sponsored studies was notified, either directly by its parent companies or by its manufacturing associations, that their products presented an unreasonable risk of harm. However, Hopeman Brothers, Inc. disregarded these notices, elected to conceal these hazards from plaintiff and continued to use and hold out these products as safe and non-toxic.

37.

Hopeman Brothers, Inc. was informed that asbestos dust presented health risks by the U.S. Government or agencies acting on behalf of the U.S. Government no later than 1945. The U.S. Government issued advisories, through the U.S. Maritime Commission, to all government contractors regarding their findings of enumerated health risks in the work place. During the 1950s, the Department of Defense adopted and distributed to all government contractors, safety standards that pertained to the use of these defendants' products in various work places. In 1952, Louisiana adopted a workers compensation remedy for asbestosis. In the 1960s, the U.S. Government promulgated and published the Walsh-Healy Act which adopted safety standards and regulations regarding asbestos dust. Based on information and belief, each of these companies, their predecessor, and corporation officers were made aware of these findings at the time they were issued. Despite this knowledge, these companies continued to manufacture, distribute, relabel, fabricate, sell and install these products at plaintiff's worksites. This was done without warning to plaintiff and without the knowledge on the part of the plaintiff that he was in danger. Additionally, these defendants continued to market their products without disclosing the dangers and simultaneously affirming that their products were safe and non-toxic.

### 38.

International Paper Company is the successor to U.S. Plywood. Throughout the time they were employed at Avondale, Libby Rivet, Sr. and Libby Rivet, Jr. were exposed to asbestos fiber from asbestos-containing materials manufactured, distributed, and/or sold by U.S. Plywood. At the time of this exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of U.S. Plywood. Tommy Rivet was exposed to asbestos from U.S. Plywood through the work of Libby Rivet, Sr. and Libby Rivet, Jr.

# 39.

The asbestos-containing products manufactured, distributed and/or sold by U.S. Plywood were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, U.S. Plywood failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

### 40.

Defendant, PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation), (hereinafter "Westinghouse"), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to Avondale. Such products were installed, removed, and repaired by or in close proximity to Libby Rivet, Sr. and Libby Rivet, Jr. during their employment, thus exposing them to asbestos dust released by the installation, removal, and repair of said products. Tommy Rivet was exposed to asbestos fiber through the work of his father and brother from these asbestos-containing materials manufactured, distributed, and/or sold by Westinghouse. At the time he was exposed to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of Westinghouse.

41.

The asbestos-containing products manufactured, distributed and/or sold by Westinghouse were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, Westinghouse failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

42.

Plaintiff further alleges that Westinghouse has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

43.

By the early 1940s, Westinghouse knew that exposure to asbestos could cause lung disease, asbestosis, lung cancer, and mesothelioma. Throughout the 1930s, 1940s, and 1950s, Westinghouse was a member of the IHF, American Ceramic Society and National Safety Council. Beginning in the 1930's, Westinghouse received asbestos scientific and medical information through these organizations.

#### 44.

The "Air Hygiene Foundation", was established in 1935 as a fellowship within the Mellon Institute (then a part of the University of Pittsburgh). The organizations' name was changed to "Industrial Hygiene Foundation" and, in 1968, it was again changed to the "Industrial Health Foundation." J-M joined in 1936. IHF members included, among others, General Electric Company, Westinghouse Electric Corporation, or their predecessors in interest. All of these companies are defendants in this case. The IHF was founded to conduct occupational health research, particularly with respect to the health effects of dust in the work place. One of the functions of the IHF was to gather and disseminate information regarding occupational health to its members. Since its inception, it has published special bulletins on items of general interest under the headings of legal bulletins, medical bulletins, management bulletins and engineering bulletins. Since 1937, member companies have been kept informed on occupational health issues by the Industrial Hygiene Digest, a monthly publication which is sent to all members in return for their annual membership fee. The Digest is a compilation of abstracts, grouped by topic, of the published domestic and foreign scientific and medical literature pertaining to industrial health and hygiene. In addition to scientific abstracts, the Digest included a section on legal developments, and also provide notice of any proposed changes in threshold limit values for various substances. Correspondence between members and the IHF established that members either participated in or knew of a number of studies and surveys dating as far back as the 1930's which had linked asbestos with various lung diseases. As part of its consultative services for its members, the IHF undertook a number of studies involving evaluations of asbestos dust conditions and asbestos-related disease. In 1947, the fruits of an industry survey conducted by the IHF for the ATI and its members were published in a "Report of Preliminary Dust Survey for Asbestos Textile Institute." The report is

dated June 1947. The object of the investigation was stated as: "defining the specific nature and the magnitude of the (asbestosis) problem in all its phases....An original objective of most immediate importance was to facilitate the exchange of information between member companies on successful methods of dust control and otherwise to promote a general improvement in that field." The preliminary survey to be divided into three parts designated as "Engineering, Medical and Physical Testing" was based on visits made to member companies' plants over a three month period." While the actual report does not reveal the identity of the plants which were visited, deposition testimony of Dr. Braum indicates that other companies evaluated in the report included defendants in this case. Minutes of the Air Hygiene Committee meetings throughout the 1940's and 1950's reflect frequent discussions and presentations pertaining to appropriate medical practices and industrial hygiene approaches to the problem of asbestos dust in the work place. It was continually stressed that both pre-employment and periodic follow-up medical examinations were essential to monitor the health of employees, the necessity of x-rays and lung function studies, and the proper requisites for a diagnosis of asbestos-related disease. Some annual meetings apparently were held by the IHF. The minutes for the Fifth Annual Meeting of the Air Hygiene Foundation of America, Inc., which was held on November 12 and 13 in 1940, revealed asbestos to be one of its two main topics of interest. An Interim Report of the Preventive Engineering Committee, written by Philip Drinker, discussed inter alia dust particle size and dust control. A second report by Foundation Research at the Saranac Laboratory entitled "Individual Susceptibility to Toxic Dusts", authored by Dr. Leroy Gardner, dealt primarily with the problems of silica dust. Also discussed were court decisions on Workers' Compensation cases. A case involving the death of a North Carolina man was discussed, the minutes indicating that the claimant sought compensation on grounds that the defendant's pneumonia was due to asbestosis. The Supreme Court of North Carolina upheld the award finding that asbestosis was a contributing cause of death. The Air Hygiene committee also recommended that pre-employment and periodic chest x-rays be conducted by a reputable radiologist, that the use of the Greenberg-Smith Midget Impinger be adopted for testing the levels of dust in the air, and that various procedures be implemented to reduce the dust in manufacturing facilities. In December of 1946, Mr. Hemeon of the Industrial Hygiene Foundation was invited to attend a meeting of the American Textile Institute (discussed infra) to respond to inquiries regarding IHF's proposed Industrial Hygiene Survey of the member companies. It was agreed at the February 5, 1947, meeting of the American Textile Institute (ATI) that the IHF be permitted to conduct its proposed survey. A June 18, 1947 report by W. C. L. Hemeon, Head Engineer for IHF, stated that the medical review reflected an incidence of asbestosis ranging between 3% and 20%. In one presentation at a regular

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meeting (prior to 1950) of the IHF, the suggested threshold limit value was criticized as being unsafe for persons exposed to asbestos fiber. Defendants thus had direct and actual knowledge that the suggested threshold limit value for asbestos was not safe. In addition, this criticism was published in the scientific literature and all defendants were put on notice of the hazards of the suggested threshold limit value.

## 45.

In addition, Westinghouse and/or its medical director and industrial hygienist became members of the Konicide Club from 1932 through 1940. The Konicide Club was created to understand and control the dust related diseases in the industry, and the members would meet to discuss the methods of accomplishing these goals. On January 22, 1939, The Konicide Club even conducted a meeting which focused on the health problems of the asbestos industry in particular.

46.

Also, Westinghouse's industrial hygienist, E.C. Barnes, wrote to Westinghouse's medical department in the 1940s regarding the high dust levels associated with asbestos cloth and the mixing of asbestos cement. Barnes further explained that the inhalation of asbestos dust could cause asbestosis, and he recommended that this hazard be minimized. Westinghouse was also aware of the dust problems associated with the use of the asbestos cloth on turbines. However, from 1946 through the late 1970s, Westinghouse failed to control or reduce the dust created from the asbestos cloth, cement, and other asbestos-components of its products at the various jobsites, and failed to warn with regard to these hazards.

### 47.

In 1953, Westinghouse produced its Asbestos Safe Practice Data Sheet, thus further evidencing Westinghouse's knowledge of the hazards associated with asbestos exposure. Also in 1953, Westinghouse acknowledged that it had a duty to warn contractors, who lacked the knowledge of potential hazards. However, Westinghouse still never warned the contractors nor the various jobsites of the hazards associated with exposure to asbestos.

#### 48.

Westinghouse was also aware of the excessive dust produced from its Micarta product during the 1950s, as indicated in a letter from H.W. Speicher to James McClimans, a safety supervisor. In 1973, Westinghouse conducted dust studies at the Micarta facility and recorded high levels of airborne and settle asbestos-containing dust from the circular saw trimming of Micarta. Nevertheless, Westinghouse failed and refused to warn of health hazards of its asbestos-containing Micarta, and suppressed this information. 49.

Additionally, Westinghouse knew that asbestos was dangerous in the 1940s and began a program to clean up the manufacturing process in their plants in the 1950s while continuing to manufacture asbestos-containing products. Westinghouse began manufacturing asbestos-containing wallboard systems in 1956 until the mid 1970s. Prior to 1972, Westinghouse failed to provide any warning regarding the asbestos hazard with its products. In 1972, in response to Occupational Safety and Health Administration ("OSHA") regulations, Westinghouse applied warning labels that would necessarily be obscured by the substrate of the wallboard system, thereby appearing to comply with OSHA regulations without actually warning the end users of the inherent dangers of Westinghouse's asbestos-containing products. Subsequent to this activity, Westinghouse learned through in-house counsel that there existed numerous documents that would implicate Westinghouse for its actions. These documents reflected early knowledge on the part of Westinghouse and contained product manufacturing information, air samples studies, architectural reports, work papers, old work files, and other similar materials. It was determined that all such documents be destroyed, despite Federal Regulations requiring their retention. This document destruction was done with the specific intention of defrauding asbestos victims and the courts before which Westinghouse would undoubtedly appear. In the past, Westinghouse has refused to respond to plaintiff's request for the production of these documents principally on the basis that said documents did not exist due to their destruction. Accordingly, plaintiff alleges that Westinghouse's conduct constitutes fraud under Louisiana law.

#### 50.

Additionally, even when OSHA cited Westinghouse with willful, asbestos-related violations during 1970s at its Hampton Micarta plant and in the 1980s at the Lester turbine and blanket plant. Regarding these incidents, Westinghouse's attorneys maintained that Westinghouse would not comply with either the EPA or OSHA and would take an attitude of "respectful noncompliance".

51.

Westinghouse has engaged in a pattern of suppressing information with regard to its asbestoscontaining products and the health hazards associated with same. Jeffrey J. Bair of Westinghouse states in what is known as "The Smoking Gun" documents that the Industrial Hygiene Department files, dating back to 1930, have been reviewed. After a general description of the categories of documents reviewed, Mr. Bair provides a discussion of the nature of these documents. The following are quotes from that discussion:

The majority of the documents in Industrial Hygiene's files are <u>potential</u> "smoking gun" documents. This is so because of the nature, duties, obligations and responsibilities of the Industrial Hygiene Department. The approximately 57 years of Industrial Hygiene files which are in existence today are <u>filled</u> with technical information, procedural information, safe-handling information, hazard information, recommendations and tests results. The files are filled with documentation which critiques and criticizes, from an industrial hygiene perspective, Westinghouse manufacturing and non-manufacturing operations. This documentation often times points out <u>deficiencies</u> in Westinghouse operations and suggests recommendations to correct these deficiencies. Industrial Hygiene's files contain information which details the various chemical substances used at Westinghouse sites over the years, and often times the inadequacies in Westinghouse's use and handling of the substances. The files contain many years of employee test results, some of them unfavorable. Industrial Hygiene, by performing its job, creates, daily, potential <u>smoking gun documents</u> (emphasis added).

### Plant Correspondence and Files

Please see, for example, Wilber Speicher's letter...correspondence of this type was and continues to be, frequently generated by Industrial Hygiene. Dr. Speicher's correspondence might show early knowledge of the Corporation to certain health hazards associated with epoxy resin dissolving agents. What use did the Corporation make of this knowledge to protect employees and the public? If none or very little, then this document might become a "<u>smoking gun</u>" (emphasis added).

Industrial Hygiene audit and trip reports certainly qualify as <u>potential smoking guns</u> (emphasis added). Industrial Hygiene, in each plant audit, critiques and criticizes the facility from an industrial hygiene perspective. Industrial Hygiene also makes recommendations to improve the hygiene of the plant. The <u>smoking gun possibilities</u> of such documentation are readily apparent (emphasis added). <u>Material Cards</u>, <u>Materials Safety Data Sheets</u>, <u>Purchasing [sic] Department Specification Cards</u>, <u>Safe Practice Data Sheets and Historical Safe Practice Data Sheet Files</u>

Again, the <u>smoking gun</u> possibilities of these documents are clear. If, for example, the safe practices detailed in safe practice data sheets are not made a part of a site's industrial hygiene program and communicated to employees, the potential future problems are readily apparent. In addition, <u>if the information is not or was not</u> conveyed to customers, the public, etc., again the potential future problems are readily apparent (emphasis added).

#### Recommendations

<u>Plant Correspondence Files</u> (excluding air sampling data and employee test results such as bio-assay, radiation, etc.)

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic records retention guidelines do not specifically address these records. We recommend that all such files generated prior to 1974 should be discarded. As stated before, these records are filled with documentation dating back to the 1930's which critiques and criticizes Westinghouse operations, and points out deficiencies in such operations. The files are filled with technical product and chemical information, hazard information and safe-handling information, most of it generated by the industrial Hygiene Department in a "editorializing" and opinionated manner. The files are not used in the daily operation of the Department. In our opinion, the risks of keeping these files on the whole substantially exceed the advantages of maintaining the records for the following reasons:

The substantial bulk of the correspondence was written by the Department in an editorializing, opinionated and verbose manner, instead of strictly factual. In addition, the Industrial Hygiene Department, prior to 1974, was involved in testing and evaluating the safety of everything from water coolers to gloves. From a review of the files, it appears that the Department commented and editorialized on just about everything which might have been found in the workplace. This "self-analysis" and "editorializing" type of information can be dangerous. This is just the type of

documentation which should be discarded from the files. Correspondence generated subsequent to 1974, generally speaking, does not suffer from these drawbacks.

## "Historical Files or Industrial Hygiene Department"

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic Records Retention Guidelines do not specifically address these records. We recommend that, with the exception of the 1974 noise survey and the testing date which is contained in these files, these files be discarded.

### Bair's Conclusions

Toxic tort litigation, including toxic tort-related workmen's compensation litigation, show no signs of abating in the near future. In fact, legislation such as the risk notification legislation currently being considered by Congress, will, according to many "experts", result in an increase in such litigation. Consequently, well reasoned and conceived document retention and destruction programs for departments such as Industrial Hygiene, and in fact the entire Corporation, are imperative.

Bair's conclusion clearly shows that Westinghouse fraudulently destroyed relevant documents all in furtherance of its fraudulent activities whereby it misrepresented the dangers of its asbestos-containing products in order to gain a commercial advantage, *i.e.* sell more of its dangerous products. More importantly, his conclusion shows that Westinghouse had motive for destroying the documents, which was *avoiding litigation* and having to answer fraud allegations therein.

52.

It is well-settled that parties have a duty to preserve discoverable evidence, both during and prior to litigation, if it is reasonably foreseen that litigation will occur. Westinghouse knew litigation was likely to occur and destroyed their documents in anticipation therof. This activity amounts to fraud and spoliation. In fact, at least one court has already found that the activities set out in the Jeffrey Bair memo demonstrate a "plan to commit a fraud on the Courts of the United States."

53.

The document destruction program set out in Bair's memo was <u>actually implemented</u> by Westinghouse, as is evidenced by a memorandum entitled "Document Retention" that was written by Wayne C. Bickerstaff on January 29, 1988, directed to J.W. Fisch and copied to S.R. Pitts and Jeffrey Bair. On March 3, 1988, Jeffrey Bair wrote another memo, indicating that he had "informed Wayne to begin discarding [certain documents]." These acts of intentional destruction of records by Westinghouse in order to avoid public knowledge that it had knowledge of health hazards associated with its products constitute fraud under the laws of the state of Louisiana.

### 54.

Defendant, General Electric ("GE"), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to Avondale. Such products were installed, removed, and repaired by or in close proximity to Libby Rivet, Sr. and Libby Rivet, Jr., thus exposing them to asbestos dust released by the installation, removal, and repair of said products. Tommy Rivet was exposed to asbestos fiber through the work of his father and brother from these asbestos-containing materials manufactured, distributed, and/or sold by GE. At the time of his exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of GE.

55.

The asbestos-containing products manufactured, distributed and/or sold by GE were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, GE failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

## 56.

Plaintiff further alleges that General Electric has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

#### 57.

Furthermore, as scientists became more concerned with the connection between asbestos and occupational exposure, General Electric, along with others in the asbestos industry, sponsored both animal and human research on the biological effects of asbestos at the Saranac Laboratory of the Trudeau Foundation. General Electric's association with the Saranac Laboratory extends at least to the 1940s, where Saranac Laboratory correspondence documents the contractual relationship between the Laboratory and General Electric. This research performed by the Saranac Laboratory revealed that exposure to asbestos produced harmful effects to those individuals who inhaled asbestos dust. More specifically, the Saranac Laboratory held the Seventh Saranac Symposium in 1952, whereupon General Electric representatives attended. The presentations by various doctors indicated that a link existed between asbestos and several lung diseases, including asbestosis and lung cancer.

In his presentation at the Seventh Saranac Laboratory in 1952, Dr. Kenneth M. Lynch indicated that he tested the effects of asbestos from a period of twenty five years (1926-1950). The testing resulted in the knowledge of a causal relationship between asbestos and cancer in 1934. This discovery was formally set in a published record. Additionally, in 1947, Dr. Lynch discovered that 13.2% of persons suffering from asbestosis also developed cancer. Furthermore, Dr. Lynch spoke of several reports, dated from 1918 to 1952, discussing the association of cancer with asbestos.

Also, Dr. Merewether began noting the deaths from asbestos exposure in the United Kingdom during the years of 1924 to 1947, including asbestos with tuberculosis and asbestos with lung cancer. Dr. Merewether discovered that 16.2% of persons suffering from asbestosis also developed cancer, as apposed to the 13.2% found earlier, thus further indicating a causal relationship between exposure to asbestos dust and lung cancer. In addition, Dr. Merewether discussed the original cases of asbestosis discovered around 1902. Another doctor, Dr. Arthur J. Vorwald, discussed the discovery of asbestosis in the early 1900s and the availability of information concerning the disease through several reports, ever since. Dr. Vorwald also admitted that individuals exposed to asbestos fibers develop asbestosis. Thus, General Electric's attendance at the Seventh Saranac Symposium in 1952 indicates that it knew, or at least should have known, of the hazardous nature of asbestos in causing asbestosis and lung cancer. Despite this knowledge, General Electric failed to warn its workers and customers of the harmful effects that result from the inhalation of asbestos fibers.

#### 58.

General Electric contracted Harvard University to conduct research regarding the various hazards existing in their plants. Dr. Alice Hamilton, along with other Harvard medical doctors, conducted the research for General Electric. She recommended that chest x-rays be taken of all employees working with asbestos. She additionally recommended an overhaul in the ventilation system on certain apparatus at their plants due to the hazardous nature of asbestos fibers and the fact that moving belts blew the asbestos dust about the room so that it accumulates in the room. Also, in the 1930s, asbestos victims began to sue Johns-Manville and Multibestos because of their asbestos-related illnesses. As a result, Dr. Hamilton wrote to Gerald Swope, President of General Electric, informing him that these suits were justified. She further recommended that General Electric take safety precautions, including an evaluation of the situation and dust counts, to avoid this litigation.

Obermaier, a GE plant manager, wrote to Hamilton Furthermore, Carl acknowledging/admitting that he knew that inhalation of asbestos dust caused health problems, mainly asbestosis. Furthermore, Obermaier spoke of reports and pamphlets discussing the connection between asbestos exposure and lung cancer. Several letters, dated years 1928 - 1934,

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between Hamilton and GE indicate that GE was well aware of the excessive asbestos dust contained inside their various plants. Thus, GE had knowledge that asbestos dust was harmful, but still refused to warn its employees and its customers to whom it sold its asbestos-containing products.

59.

Throughout the relevant time periods, GE conducted various asbestos tests in their different plants, further indicating that they knew that asbestos was hazardous since they tested for levels of asbestos dust. Also, when tested, several times GE ran well above the maximum allowable level. For example, a survey done in 1973 of several GE plant buildings found an asbestos dust concentration count of 1540 fibers greater than five microns per milliliter of air, when the threshold limit value for asbestos at that time was five fibers greater than five microns per milliliter of air. GE was also aware that large quantities of asbestos fiber would blow into the exhaust system. Many times GE chose to use the cheaper asbestos fiber in the plants, even though the cheaper fiber produced more dust into the exhaust system. However, GE, knowing of the harmful effects of asbestos, still refused to warn those individuals/workers who would come into contact with their products. Instead, they used these cheaper asbestos fibers attempting to profit at the expense of those individuals who would inhale these fibers from their products. As a result of the tests conducted at General Electric's plants, various recommendations were given to GE during the 1950s to 1970s, including the improvement of ventilation (including exhaust systems), periodic chest X-rays, pulmonary function tests, medical surveillance programs, wearing of an approved respirator, gloves, and protective clothing, increasing air flow, better maintenance of dust filters, use of industrial vacuum to clean site, complete enclosure of saw and apparatus, checking filters at regular intervals to insure working properly, and the cutting of cloth where asbestos dust should be minimized. More specifically, in letters dated 1956 and 1959, Dr. Elkins informed the GE Lowell Plant that those employees working around asbestos should receive periodic chest x-rays due to the hazardous nature of asbestos. Also, he informed that the workers who sweep the area should wear respiratory equipment. Therefore, General Electric knew or should have known that asbestos could be harmful to those individuals exposed to this dust.

60.

Moreover, various published reports and articles available to GE, prove that GE was empowered with the knowledge that asbestos caused several diseases. Some of the reports and articles include:

(1) <u>Safety Management: Accident Cost and Control</u>, a published article written in 1956 by Dr. R. Simonds and Dr. J. Grimaldi, which discusses the fact that asbestos produces

asbestosis, the symptoms of asbestos, and how asbestos dust can be found in all stages of asbestos handling;

Asbestos-Dust Exposures at Various Levels and Mortality, a published article written (2)in 1967 by Dr. P. Enterline and Dr. A. Kendrick discussing the first reports of asbestosis in the early 1900s, the first reports of mesothelioma were published in 1955, and the acceptance of a causal relationship between asbestos dust and asbestosis and mesothelioma;

Asbestos Exposure Smoking, and Neoplasia, a published article written in 1968 by Dr. I. Selikoff, Dr. E. C. Hammond, and Dr. Jacob Churg, discussing that asbestos workers have a high risk of dying of bronchogenic carcinoma.

Industrial Pneumoconiosis Prevention and Control, an published article written in 1969 by Edmund M. Fenner, director of environmental control at J-M, talks about how scientists became concerned about the connection between the exposure to asbestos fibers and asbestosis in the 1920s. Furthermore, the article speaks of the Saranac Laboratory's discovery, through animal and human research in the 1930s, that asbestos exposure did "produce a unique and identifiable pulmonary fibrosis." Additionally, the article also talks about how Britain had become concerned about the link between asbestos dust exposure and lung cancer in the 1950s.

Asbestos And Health In 1969, a published article written in 1969 by George W. Wright, discusses the progression of knowledge about asbestos' relationship with different diseases. Wright begins by talking about the discovery of diseases associated with asbestos exposure in the early 1900s. Then, Wright mentions that in the 1930s, it was pointed out that asbestos poised a problem to the health of workers and that the health problem could be minimized by instituting protective measures to reduce the amount of asbestos airborne dust. Wright also speaks about the various tests conducted to determine the exact relationship between asbestos and diseases. Additionally, Wright indicates that an 80% incidence of asbestosis to workers exposed to asbestos 20 or more years was found, and also that the more asbestos dust concentration in the air the larger % of workers developing cancer. Furthermore, Wright explains that there is a strong relationship between the development of mesothelioma and the exposure to asbestos fibers.

(6)The Health of Chrysotile Asbestos Mine and Mill Workers of Quebec, a published article written in 1972 by Dr. C. McDonald, Dr. M. Becklake, G. Gibbs, Dr. A. McDonald, and C. Rossiter, talks about how asbestos has been known to cause three identifiable diseases, including asbestosis, lung cancer, and mesothelioma. The article also discusses the fact the percent of people who develop lung cancer rises with the increase in asbestos dust exposure.

Recommended Safety Practices for Handling Asbestos Fiber, an article written by (7)Johns-Manville indicating that asbestos should be handled in a way as to prevent asbestos dust and that approved asbestos respirators should be worn by when handling asbestos fibers.

Encyclopedia Of Occupational Health And Safety, written in 1971 by J.C. Gilson, (8)talks about the health hazards, including several diseases, associated with the inhalation of asbestos fibers and asbestos dust. The Encyclopedia also speaks of the first incidence of asbestosis discovered in 1899 in London and the fact that in the 1930s asbestos was seen as a major cause of health hazards in the asbestos textile industry in the U.S. and other countries.

61.

Avondale, Bayer Cropscience, Inc. (as successor of liability to Rhone-Poulenc AG Company

f/k/a Amchem Products, Inc. f/k/a Benjamin Foster Company); Eagle, Inc. (formerly Eagle Asbestos

& Packing Company, Inc.); Foster-Wheeler, LLC (formerly Foster Wheeler Corporation); General

Electric Company; the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor

and successor to McCarty Insulation Sales, Inc.); Westinghouse; Uniroyal, Inc.; Taylor-Seidenbach,

Inc., and International Paper Company were in the business of manufacturing, fabricating, selling

and/or distributing asbestos-containing products, including but not limited to asbestos-containing pipe covering, pipe coating, blankets, special fittings, cloths, gaskets, blocks, valves, cements, mastics, jackets, board, turbines and/or boilers. These companies sold, installed, removed and/or abated these products to and/or at Avondale. In addition, Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.), Taylor Seidenbach, Inc., Foster Wheeler, Westinghouse, International Paper, and General Electric, distributed asbestos-containing products manufactured, distributed, and sold by various companies including Bayer Cropscience, Inc. (successor to Rhone Poulenc AG Company, formerly Amchem Products, Inc., formerly Benjamin Foster Company)--(adhesives, coatings, sealants, and mastics), Foster Wheeler LLC (formerly Foster Wheeler Corporation)--(block and boiler insulation), General Electric Company -(electric wire and cable, block, cloth, generators and generator insulation, turbines and turbine insulation including, but not limited to sprayed asbestos insulation), Westinghouse-(block, boiler, turbine and turbine insulation, generators and generator insulation, cloth, blankets, adhesives, cement, pipe covering, and micarta); and Uniroyal, Inc.--(cloth, tape, yarn, and adhesives). During various periods of time, Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); Taylor Seidenbach, Inc.; the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.), would package the above-described products from other distributors and manufacturers' products in their own boxes and packaging, and hold out the products as their own, thus, making them liable as the manufacturer under Louisiana law. During various periods of time, Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); the McCarty Corporation (successor to McCarty Branton, Inc., and predecessor and successor to McCarty Insulation Sales, Inc.); Taylor Seidenbach, Inc., Foster Wheeler, General Electric, and Westinghouse also did contracting work at the locations where Libby Rivet, Sr. and Libby Rivet, Jr. were working thereby exposing them during their handling of asbestos-containing products. Tommy Rivet was exposed to asbestos-containing products manufactured, distributed, sold, and/or handled by all "defendants" named in this petition through the work of his father and brother.

62.

The asbestos-containing products manufactured, distributed and/or sold by Avondale, Eagle, Inc., The McCarty Corporation, Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., Westinghouse, General Electric Company, Foster Wheeler LLC, and International Paper Company were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further,

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these defendants failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause diseases such as mesothelioma, cancer, asbestosis, pleural diseases, and other ill health effects.

63.

As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, and/or sold by Avondale, Eagle, Inc., The McCarty Corporation, Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., Westinghouse, General Electric Company, Foster Wheeler LLC, and International Paper Company, Tommy Rivet, through the work of his father and brother, inhaled asbestos fibers emitted by the normal use of said products, proximately causing the mesothelioma and other related ill health effects from which she suffered and died. Plaintiff further contends that these companies are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, these companies are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

64.

Documents and testimony of defendants herein as well as associated asbestos companies is replete with the fact of knowledge and fraud. Although Johns-Manville (hereinafter sometimes referred to as "J-M" and Raybestos-Manhattan, Inc. (hereinafter sometimes referred to as "R-M") are not defendants herein, a discussion of their knowledge is necessary to show knowledge within asbestos industry associations, within the insurance industry, and among other defendants. In 1929, Johns-Manville Corporation and Raybestos-Manhattan, Inc. agreed to permit the Metropolitan Life Insurance Company to conduct a complete Industrial Hygiene survey of some of their facilities, including J-M's asbestos mines and mills in the Province of Quebec. The initial investigation began in October of 1929 and was completed in January of 1931. The study included the following: a survey of the dust conditions in the asbestos mines, mills and fabricating plants; physical examinations of asbestos workers, including X-ray films; and a study of the dust exhaust systems designed to eliminate asbestos dust. This survey was supervised by Dr. Anthony J. Lanza, Assistant Medical Director of Metropolitan; Dr. William J. McConnell, Assistant Medical Director of Metropolitan; and J. William Fehnel, a chemist with Metropolitan. Subsequent to this initial study, meetings were held among Dr. Anthony J. Lanza, W. R. Seigle (Vice President of J-M), Vandiver Brown (General Counsel for J-M), S. A. Williams (President of Johns-Manville Products

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Corporation), and Sumner Simpson (President of Raybestos-Manhattan, Inc.). The minutes of these meetings which occurred in November, 1933, through January, 1934, reflect that Metropolitan Life was desirous of conducting a follow-up study of the J-M and R-M facilities, as well as expanding the scope of the study to include additional J-M facilities and facilities of other members of the asbestos industry. Dr. Lanza felt that the Metropolitan Life Insurance Company should advise the companies of the types of respirators which should be provided to the employees engaged in making a study of this problem. On December 7, 1934, Dr. Lanza forwarded to Vandiver Brown, counsel for J-M, the "galley proof" of the results of the 1929 through 1931 survey of the R-M and J-M plants, entitled "Effects of Inhalation of Asbestos Dust on the Lungs of Asbestos Workers." This "draft" was also circulated to representatives of Raybestos-Manhattan, who prepared editorial comments and recommendations for Dr. Lanza concerning the final publication of the report. Johns-Manville prepared similar comments. The Metropolitan report informed Raybestos-Manhattan and Johns-Manville of the following: that prolonged exposure to asbestos dust caused pulmonary fibrosis; that asbestosis could cause cardiac enlargement; that it was possible for uncomplicated asbestosis to have fatal results; and that the amount of dust in the air in the asbestos plants surveyed could be substantially reduced. After incorporating some of J-M's and R-M's editorial suggestions, Dr. Lanza published "Effects of the Inhalation of Asbestos Dust on the Lungs of Asbestos Workers" in the Public Health Reports, Volume 50, No. 1, January 4, 1935.

65.

In November 1936, Vandiver Brown of Johns-Manville, together with Sumner Simpson, President of Raybestos-Manhattan, solicited other members of the Asbestos Products Industry to participate in "asbestos dust experiments" by the Saranac Laboratory of the Trudeau Institute. Dr. Leroy U. Gardner was the director of the Trudeau Foundation at the time. A report of these works was prepared by Dr. Gardner on April 18, 1938. The report was sent to Vandiver Brown, who in turn sent it to Dr. Lanza for his comments.

66.

In 1942, Charles Roemer, a New Jersey attorney, was advised by his cousin, Dr. Jacob Roemer, that in the course of reviewing chest x-rays of employees at the Union Asbestos and Rubber Company's Paterson, New Jersey plant, he had observed a significant number with lung changes which he believed were due to asbestos exposure. Dr. Roemer advised that the men be informed of his findings and that they be instructed to secure outdoor employment which did not involve any exposure to asbestos dust. Dr. Roemer said that unless this was done immediately, the men would suffer and die from asbestos-related lung disease. Vandiver Brown acknowledged that J-M's

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physical examination program had produced similar findings of x-ray evidence of asbestos disease among workers, but told Mr. Roemer and the UNARCO representatives that it was foolish to be concerned. Mr. Brown explained that it was J-M's policy to let its employees die of asbestos poisoning rather than inform them of health consequences which would undoubtedly lead to costly lawsuits against the company. As testified to by Mr. Roemer, "I'll never forget, I turned to Mr. Brown... and I said, 'Mr. Brown, do you mean to tell me you would let them work until they dropped dead?' He said, "Yes. We save a lot of money that way.'" (Deposition Charles H. Roemer taken April 25, 1984, Johns-Manville Corp. et al. v. the United States of American, U.S. Claims Court Civ. No. 465-83C).

67.

As a result of the aforesaid Metropolitan Life study, additional health research on the effects of prolonged and excessive inhalation of asbestos fiber on human beings was undertaken at the Saranac Laboratory. A report on this research was delivered at the Seventh Saranac Lake Symposium in 1952 and was entitled "Pulmonary Function Studies in Men Exposed for Ten or More Years to Inhalation of Asbestos Fibers" by Fernand Gregorie and George W. Wright.

### 68.

Sumner Simpson, the first Raybestos-Manhattan Incorporated President, maintained a file or collection of documents, correspondence, and memoranda pertaining to the subjects of the health effects of asbestos, dust control, and dust levels. These documents clearly evidence knowledge, beginning in at least the 1930's, of dangers posed by exposure to asbestos and steps which could and should be taken to minimize the risk of asbestos-caused diseases. The "Sumner Simpson" documents, as a group, demonstrate the high level of awareness and early sophistication of the asbestos industry of knowledge that excessive exposure to asbestos over a prolonged period of time could and would produce asbestos-related diseases. Numerous letters in the "Sumner Simpson" document collection refer to the fact that many states were adding asbestosis as a compensable disease and that Raybestos-Manhattan Incorporated was going to have to deal with that reality.

69.

Eagle, Inc. and Taylor-Seidenbach, Inc., did contracting work as early as the 1940s. Likewise, The McCarty Corporation (formerly McCarty Branton, Inc.) has done contracting work since its initial existence. Accordingly, Eagle, Inc., The McCarty Corporation (formerly McCarty Branton, Inc.), and Taylor-Seidenbach were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943 (discussed *infra*). Likewise, these companies were also

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aware of heath and safety requirements regarding asbestos adopted in Louisiana as early as 1943. These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Moreover, these companies, being asbestos insulation contractors, had to pay higher insurance premiums as a consequence thereof. The Rivets were exposed to asbestos both through their contracting work and through products manufactured, distributed, and sold by them throughout his career. Yet at no time were the Rivets protected from these hazards nor warned of these hazards. Even after OSHA became the law in 1971, the Rivets were not advised of the hazards associated with exposure to asbestos. These defendants were aware of the hazards of asbestos but failed and refused to warn the Rivets of the dangers and, furthermore, concealed and suppressed its knowledge of these hazards, thus constituting fraud under Louisiana law. See deposition of Fred J. Schuber, Jr., 05/31/90, pages 149-155, 176-179 and exhibits attached to the deposition of Schuber taken 5/09/90; and deposition of Thomas R. Dimm, 02/03/86, pages 65-66; and Eagle, Inc.'s response #4 to plaintiffs' interrogatories in the case of <u>Atzenhoffer, et al v. National Gypsum, Co., et al</u>, C. A. #89-894, which responses are dated March 27, 1990; and Act No. 532 (1952) amendments to the Louisiana Workers' Compensation Act.

### 70.

Since the early 1940s, defendant, Foster-Wheeler LLC (formerly Foster-Wheeler Corporation), was a major manufacturer of boilers used in the construction of both commercial and U.S. Navy vessels at various shipyards throughout the US. Since that time through and including the time when Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet were last exposed, they supplied boilers to virtually every shipyard constructing and repairing vessels in the country. Accordingly, since the early 1940s, they were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943 (discussed <u>infra</u>). These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Despite this knowledge, at no time were Libby Rivet, Sr., Libby Rivet, Jr., and Tommy Rivet advised of these hazards as defendants failed and refused to warn the Rivets of the dangers and, furthermore, concealed and suppressed their knowledge of these hazards, thus constituting fraud under Louisiana law. In addition to manufacturing and selling boilers, (and providing the asbestos insulation products for insulation of their boilers and the piping connecting their boilers), they constructed their boilers on-site and provided an on-site representative during the construction of their boilers.

### 71.

All defendants made the misrepresentations cited in the foregoing paragraphs despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

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# 72.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Tommy Rivet, through the work of his father and brother, was exposed to products manufactured, distributed, sold, and/or used by the defendants in this case, and she contracted mesothelioma and other related ill health effects.

### 73.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over the Rivets and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

# 74.

Petitioners' causes of action are based upon the acts and omissions of defendants or those for whom the defendants are responsible, and are specifically not based upon any act committed at the direction of the United States Government.

#### 75.

As a result of the aforementioned acts of the hereinabove named defendants, Tommy Rivet contracted mesothelioma which was diagnosed on approximately May 19, 2022.

76.

All of the hereinabove named defendants are jointly, severally, and *in solido* liable to petitioner for the damages sustained as a result of Tommy Rivet's contraction of mesothelioma. Petitioner is entitled to damages for the following damages suffered by Tommy Rivet: physical pain and suffering of Tommy Rivet; mental pain and anguish (including but not limited to fear of death) which Tommy Rivet suffered; fear of death, humiliation and emotional distress suffered by Tommy Rivet, loss of income of Tommy Rivet; medical expenses; care and personal assistance provided to Tommy Rivet; loss of personal services; loss of enjoyment of life and lifestyle; and all other general damages arising out of this action which may be shown at the trial of this matter.

WHEREFORE, petitioner, Tommy P. Rivet, prays that the defendants named herein be duly cited to appear and answer, and that after all due proceedings are had, that there be judgment

rendered herein in favor of petitioner and against defendants for all damages suffered by petitioner together with legal interest and all costs associated with the prosecution of this claim. Petitioner further prays for all general and equitable relief.

Respectfully submitted,

**ROUSSEL & CLEMENT** 

1 1100 M B GÉROLYN P. ROUSSEL - 1134

PERRY J. ROUSSEL - 1134 PERRY J. ROUSSEL, JR. - 20351 JONATHAN B. CLEMENT - 30444 LAUREN R. CLEMENT - 31106 BENJAMIN P. DINEHART - 33096 1550 West Causeway Approach Mandeville, LA 70471 Telephone: (985) 778-2733 Facsimile: (985) 778-2734 ATTORNEYS FOR PETITIONER, TOMMY P. RIVET

### PLEASE SERVE THE PETITION FOR DAMAGES, OPPOSITION TO MOTIONS FOR EXTENSION OF TIME, NOTICE OF VIDEOTAPED PERPETUATION FOR ALL PURPOSES INCLUDING PERPETUATION PURPOSES, AND THE NOTICE OF RECORDS DEPOSITION ON THE FOLLOWING:

- HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly NORTHROP GRUMMAN SHIP SYSTEMS, INC. formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC. and formerly, AVONDALE MARINE WAYS, INC.) Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La. 70816
- 2. LOUISIANA INSURANCE GUARANTY ASSOCIATION (ON BEHALF OF AMERICAN MUTUAL LIABILITY INSURANCE COMPANY) Through its agent for service of process: Deidre Arceneaux 2142 Quail Run Drive Baton Rouge, LA 70808
- 3. THE TRAVELERS INDEMNITY COMPANY Through its agent for service of process: Secretary of State Legal Services Sections 8585 Archives Ave. Baton Rouge, La. 70809
- 4. **CERTAIN UNDERWRITERS AT LLOYD'S, LONDON** Through its agent for service of process: Secretary of State Legal Services Sections 8585 Archives Ave. Baton Rouge, La. 70809
- 5. PENNSYLVANIA GENERAL INSURANCE COMPANY Through its agent for service of process: Secretary of State Legal Services Sections 8585 Archives Ave. Baton Rouge, La. 70809
- 6. EAGLE, INC. Through its agent for service of process: Susan B. Kohn 1100 Poydras St. 30<sup>th</sup> Floor New Orleans, LA 70163
- BAYER CROPSCIENCE, INC. (SUCCESSOR TO RHONE POULENC AG COMPANY, FORMERLY AMCHEM PRODUCTS, INC., FORMERLY BENJAMIN FOSTER COMPANY) (Via Louisiana Long Arm Statute) through its agent for service of process: Corporation Service Company 80 State Street Albany, New York 12207

LONG ARM SERVICE

 FOSTER WHEELER LLC (formerly FOSTER WHEELER CORPORATION) (Via Louisiana Long Arm Statute) Through its registered agent for service of process: United Agent Group, Inc. 3411 Silverside Road, Suite 104 Tatnall Building Wilmington, DE 19810

9. GENERAL ELECTRIC COMPANY Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La. 70816

### HOPEMAN BROTHERS, INC. (Via Louisiana Long Arm Statute) AWH Corporation 435 Essex Ave., Suite 101 Waynesboro, Virginia 22980

### 11. TAYLOR-SEIDENBACH, INC. Through its agent for service of process: Hal Shepard 731 South Scott St. New Orleans, LA 70119

### 12. PARAMOUNT GLOBAL (f/k/a WESTINGHOUSE ELECTRIC CORPORATION) Through its agent for service of process: Corporation Service Company 251 Little Falls Drive Wilmington, DE 19808

13. UNIROYAL, INC. (Via the Louisiana Long Arm Statute) 70 Great Hill Road Naugatuck, CT 06770

 INTERNATIONAL PAPER COMPANY Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La 70816 LONG ARM SERVICE

LONG ARM SERVICE

LONG ARM SERVICE

LONG ARM SERVICE

### **UNITED STATES DISTRICT COURT**

#### EASTERN DISTRICT OF LOUISIANA

TOMMY RIVET	*	CIVIL ACTION NO. 2:22-cv-2584
VS.	*	SECTION "J" (5)
	*	JUDGE CARL J. BARBIER
HUNTINGTON INGALLS INCORPORATED, ET AL.	*	MAG. JUDGE MICHAEL NORTH

#### FIRST SUPPLEMENTAL AND AMENDING COMPLAINT

**NOW INTO COURT**, through undersigned counsel, come Plaintiffs, Janet M. Rivet and Kayla Rivet, who suggest to the Court that they desire to supplement and amend the original Petition for Damages in the following particulars:

I.

By amending the caption, body, and prayer of the original Petition for Damages to include as Plaintiffs, Janet M. Rivet, surviving spouse of Tommy Rivet, and Kayla Rivet, daughter of Tommy Rivet, and to assert any and all rights and claims to which they are entitled as a result of the injuries and death of Tommy Rivet, as well as to assert any and all survival and wrongful death claims to which they are entitled.

II.

By supplementing and amending the caption, body, and prayer of the Original Petition for Damages to add as additional defendants the following:

SPARTA INSURANCE COMPANY

III.

By adding an additional paragraph to be numbered "77" to read as follows:

### 77.

Sparta Insurance Company is an alleged successor to American Employers Insurance Company, who provided coverage to Eagle, Inc. and the Avondale executive officers for the liability asserted herein, and Plaintiffs assert a direct action pursuant to Louisiana Revised Statute 22:1269 against Sparta Insurance Company for the liability of Eagle, Inc. and the following executive officers of Avondale: James Bull, Henry "Zac" Carter, Burnette "Frenchy" Bordelon, James O'Donnel, C. Edwin Hartzman, Albert Bossier, Jr., James T. Cole, Hettie Dawes Eaves, John Chantrey, John McCue, Ewing Moore, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, Edward Blanchard, Dr. Joseph Mabey, and J. Melton Garrett.

## IV.

By adding an additional paragraph to be numbered "78" to read as follows:

"78."

On January 27, 2023, original Plaintiff, Tommy Rivet, died in the State of Louisiana. At the time of his death, he was survived by his wife, Janet M. Rivet, and his daughter, Kayla Rivet, who wish to be substituted as Plaintiffs for all survival damages currently existing against all Defendants. In addition, Janet M. Rivet and Kayla Rivet assert any and all rights and claims for wrongful death damages against all Defendants.

### V.

By adding an additional paragraph to be numbered "79" to read as follows:

#### 79.

Decedent, Tommy Rivet, died on January 27, 2023, as a result of mesothelioma, complications therefrom and/or complications from treatment therefrom, and other ill health effects related thereto.

#### VI.

By adding an additional paragraph to be numbered "80" to read as follows:

80.

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Pennsylvania General Insurance Company is now known as Pennsylvania Insurance Company. In addition to the previous allegations set forth against Pennsylvania General Insurance Company and/or Pennsylvania Insurance Company, Pennsylvania Insurance Company is a successor to the liability of the policies issued by American Employers Insurance Company pursuant to a purchase of the assets and liabilities of American Employers Insurance Company, which included liabilities associated with policies issued by American Employers Insurance Company covering Eagle, Inc. and the Avondale executive officers.

### VII.

By adding an additional paragraph to be numbered "81" to read as follows:

81.

As a result of the acts of all of the Defendants named herein and in the Original Petition For Damages, Tommy Rivet contracted mesothelioma which caused or contributed to his death on January 27, 2023.

#### VIII.

By adding an additional paragraph to be numbered "82" to read as follows:

#### 82.

All of the Defendants named in this First Supplemental and Amending Complaint as well as in the Original Petition for Damages are jointly, severally, and *in solido* liable to Plaintiffs for the damages sustained by Mr. Rivet and by them as a result of Mr. Rivet's contraction of asbestos-related mesothelioma and death.

### IX.

By adding an additional paragraph to be numbered "83" to read as follows:

#### 83.

Petitioners are entitled to damages for the following: physical pain and suffering of Tommy Rivet; mental pain and anguish (including but not limited to fear of death) which Mr. Rivet suffered; humiliation and emotional distress suffered by Mr. Rivet, loss of income and earning capacity of Mr. Rivet; medical expenses; care and personal assistance provided to Mr. Rivet; loss of personal services; loss of

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enjoyment of life and lifestyle; loss of support to wife and child; loss of consortium and society, love, and affection; loss of services, loss of companionship; grief suffered by Janet Rivet, the wife of Mr. Rivet, and Kayla Rivet, the daughter of Tommy Rivet, as a result of the death of Mr. Tommy Rivet; funeral expenses; lost expenses related to the injuries and death of Tommy Rivet; funds expended for the care and treatment of Tommy Rivet; and all other general damages arising out of this survival and wrongful death action which may be shown at the trial of this matter.

Х.

Petitioners reaver and incorporate herein by reference as if copied herein *in extenso* all allegations of the Original Petition For Damages.

XI.

A trial by jury is demanded on all issues.

WHEREFORE, Plaintiffs, Janet M. Rivet and Kayla Rivet, reiterating the prayers of the original Petition for Damages, as though set forth at length herein, pray that the original Petition for Damages be supplemented and amended in the above particulars, that the Defendants be duly cited to appear and answer, and that after all due proceedings are had, there be judgment rendered herein in favor of Petitioners and against Defendants for all damages suffered by Petitioners, together with legal interest from the date of judicial demand, and all costs associated with the prosecution of this claim. Petitioners further pray for a jury trial on all issues and for all general and equitable relief to which they may be entitled.

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#### **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the First Supplemental and Amending Complaint has been served upon counsel for all parties by Electronic Service through the Electronic Case Filing System or by FAX, on this 16<sup>th</sup> day of February, 2023.

> /s/ Jonathan B. Clement JONATHAN B. CLEMENT

Respectfully Submitted;

## **ROUSSEL & CLEMENT**

/s/ Jonathan B. Clement GEROLYN P. ROUSSEL #1134 PERRY J. ROUSSEL, JR. #20351 JONATHAN B. CLEMENT #30444 LAUREN R. CLEMENT #31106 1550 West Causeway Approach Mandeville, Louisiana 70471 Telephone: (985) 778-2733 Facsimile: (985) 778-2734 ATTORNEYS FOR PLAINTIFFS, JANET RIVET AND KAYLA RIVET

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EXHIBIT

# CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

DIVISION '

NUMBER: 2024 - 01931

ERICA DANDRY CONSTANZA and MONICA DANDRY HALLNER

versus

SPARTA INSURANCE COMPANY; HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.; TAYLOR-SEIDENBACH, INC.; PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation); UNIROYAL, INC.; INTERNATIONAL PAPER COMPANY

FILED:

# DEPUTY CLERK

# **PETITION FOR DAMAGES**

The petition of Erica Dandry Constanza and Monica Dandry Hallner, persons of the full age of majority, with respect represent:

1

Defendants, Eagle, Inc. and Taylor-Seidenbach, Inc., are domestic corporations with their registered offices in the Parish of Orleans, State of Louisiana. In addition, tortious conduct of Eagle, Inc. and Taylor-Seidenbach, Inc. occurred in the Parish of Orleans. Moreover, Henry "Zac" Carter, C. Edwin Hartzman, and Hettie Dawes Eaves were domiciled in Orleans Parish at the time of their deaths. Additionally, Mr. Dandry was exposed to asbestos in the Parish of Orleans and received injury in the Parish of Orleans. Accordingly, venue is proper in Orleans Parish against all defendants pursuant to Louisiana Code of Civil Procedure Articles 42, 73, and 74.

2.

SPARTA INSURANCE COMPANY; HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.;

TAYLOR-SEIDENBACH, INC.; PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation); UNIROYAL, INC.; and INTERNATIONAL PAPER COMPANY (hereinafter collectively referred to as "defendants"), are all corporations incorporated under the laws of the various states of the United States. Defendants all have their principal place of business in various states of the United States, as well as some foreign countries. All of them may be served under and by virtue of the Long Arm Statute of the State of Louisiana, either through their authorized agents, servants, and/or employees, or through the Secretary of State, State of Louisiana.

3.

Michael P. Dandry, Jr. was employed in various positions by or on the premises of Huntington Ingalls Incorporated (formerly Northrop Grumman Shipbuilding, Inc., formerly, Northrop Grumman Ship Systems, Inc., formerly, Avondale Industries, Inc., formerly Avondale Shipyards, Inc., formerly Avondale Marine Ways, Inc.) (hereinafter "Avondale") between June 1, 1971, and August 16, 1971. At various times during this employment, Mr. Dandry was exposed to asbestos. Also, Mr. Dandry was exposed to asbestos carried home on his person, clothing, and other items. These exposures to Mr. Dandry caused and/or contributed to his development of mesothelioma and other related ill health effects. During Mr. Dandry's employment at Avondale, he was exposed to asbestos and asbestos-containing products manufactured, distributed, sold, and/or handled by the "defendants."

4.

From approximately June 1, 1971, and August 16, 1971, while Michael Dandry, Jr. was a direct employee of Avondale, Henry Zac Carter, C. Edwin Hartzman, Hettie Dawes Eaves, John Chantrey, James T. Cole, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, J. Melton Garrett, Burnette Bordelon, Edward Blanchard, Albert Bossier, Jr., and Dr. Joseph Mabey were executive officers of Avondale with the specific responsibility for the health and safety of Mr. Dandry and his fellow employees during the time Mr. Dandry was exposed to substances which resulted in his mesothelioma and death.

5.

Sparta Insurance Company provided insurance coverage for the liability of the following executive officers of Avondale: Henry Zac Carter, C. Edwin Hartzman, Hettie Dawes Eaves, John Chantrey, James T. Cole, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George

Kelmell, J. Melton Garrett, Burnette Bordelon, Edward Blanchard, Albert Bossier, Jr., and Dr. Joseph Mabey. Pursuant to Louisiana Revised Statute 22:1269, plaintiffs assert a direct action against Sparta Insurance Company for the liability of these alleged executive officers of Avondale.

6.

Defendant, Avondale, had the responsibility for the health and safety of Michael Dandry, Jr. and his fellow employees during the time Mr. Dandry was exposed to the asbestos which resulted in his mesothelioma. Avondale had the responsibility of providing him with a safe place to work; however, Avondale failed to protect him from the dangers of asbestos dust exposure, for which Avondale and its executive officers were aware or should have been aware of the dangerous condition presented by exposure to asbestos, and that Mr. Dandry would suffer from asbestos-related diseases and other ill health effects associated therewith as a result of this exposure, but they failed and/or willfully withheld from these individuals knowledge of the dangers from exposure to asbestos fiber.

7.

In addition to the foregoing acts of negligence and intentional concealment, Avondale and its executive officers are guilty of the following:

- a) Failing to reveal and knowingly concealing critical medical information;
- b) Failing to reveal and knowingly concealing the inherent dangers in the use of asbestos, and other harmful substances in their manufacturing process and/or in connection with the work which exposed Mr. Dandry;
- c) Failing to provide necessary protection to Michael Dandry, Jr.;
- d) Failing to provide clean, respirable air and proper ventilation;
- e) Failing to provide necessary showers and special clothing;
- f) Failing to segregate work areas so that workers would not be exposed to deadly asbestos fiber;
- g) Failing to provide necessary and adequate respiratory protection;
- h) Failing to warn employees of the dangers associated with exposure to asbestos;
- i) Failing to use non-asbestos containing products on jobs where non-asbestos containing products were specified.
- j) Requiring employees to dispose of asbestos in dumpsters, into the river, and onto the land instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;
- Requiring employees to dispose of asbestos under buildings instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;

- **l**) Failing to warn of the dangers of exposure to asbestos;
- Requiring employees to dispose of asbestos without precautions to prevent m) exposure;
- n) Failing to post warnings regarding asbestos and the hazards of same;
- Failing to warn employees that exposure to asbestos could cause deadly 0) diseases including mesothelioma, cancer, asbestosis, pleural thickening, and pleural plaques; and
- Failing to warn employees of the invisible nature of harmful asbestos, that it **p**) could be carried home on clothing and other objects by a worker, and that it could cause diseases such as asbestosis, pleural plaques, pleural thickening, cancer, and mesothelioma.

These defendants and individuals committed these intentional acts knowing full well that Mr. Dandry's injuries would follow or were substantially certain to follow.

8.

As a result of these exposures to asbestos, Michael Dandry, Jr. contracted mesothelioma and other related ill health effects associated therewith, which was first diagnosed on approximately April 12, 2023.

9.

Michael Dandry, Jr. died on November 5, 2023, as a result of mesothelioma, complications therefrom and/or complications from treatment therefrom, and other ill health effects which resulted from exposure to asbestos. At the time of his death, Mr. Dandry was survived by his daughters, Erica Dandry Constanza and Monica Dandry Hallner. Erica Dandry Constanza and Monica Dandry Hallner assert all survival and wrongful death claims and rights to which they are entitled as a result of the injury and death of Michael Dandry, Jr.

10.

Avondale and its executive officers were aware or should have been aware of the dangerous condition presented by exposure to asbestos and that Mr. Dandry would suffer from asbestos-related disease, including mesothelioma, lung cancer, cancer, and other related ill health effects, as a result of this exposure, but they failed and/or willfully withheld knowledge of the dangers to his health from exposure to asbestos fiber and other toxic substances.

11.

Avondale and its executive officers had the responsibility of providing Michael Dandry, Jr. with a safe place to work and safety equipment with which to conduct their work; however, they negligently and/or intentionally failed to carry out these duties and failed to protect Mr. Dandry from

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the dangers of toxic fiber and dust exposure knowing full well or being substantially certain that certain workers, including Mr. Dandry, would develop disease as a result thereof.

12.

Avondale had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury of Mr. Dandry and for which Avondale is strictly liable under Louisiana law.

### 13.

All defendants had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury of Mr. Dandry and for which these defendants are strictly liable under Louisiana law.

14.

Defendants, Avondale and its executive officers, are answerable for the conduct of those handling asbestos products on their premises, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury to Mr. Dandry, and for which defendants are liable under Louisiana law.

15.

Avondale failed to exercise reasonable care for the safety of persons on or around their property and failed to protect Michael Dandry, Jr. from the unreasonably dangerous conditions created by asbestos which existed at their job sites due to their failure to properly handle and control the asbestos which was in their care, custody, and control. At all times material herein, standards were in existence which required Avondale to provide to Michael Dandry, Jr. and his co-workers who handled or were exposed to harmful material with protection from the harms of asbestos. Avondale failed and/or willfully refused to comply with these standards thereby resulting in exposure to asbestos to Mr. Dandry, thereby resulting in his injuries.

### 16.

As a result of the aforementioned acts of the hereinabove named defendants, Mr. Dandry contracted asbestos-related mesothelioma, and other related ill health effects as a result thereof, for which all defendants are jointly, severally, and <u>in solido</u> liable.

17.

At all times material herein, Michael Dandry, Jr. was exposed to asbestos manufactured, distributed, and sold by Hopeman Brothers, Inc. and Wayne Manufacturing Company. The asbestoscontaining products manufactured, distributed and/or sold by Hopeman Brothers, Inc. and Wayne Manufacturing Company were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, these defendants failed and refused to warn Mr. Dandry of the danger of exposure to such products. They also failed to warn them of the invisible nature of the asbestos and that is could cause deadly diseases such as mesothelioma and cancer. As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, sold, and/or used by these companies, Mr. Dandry was exposed to asbestos fibers proximately causing his mesothelioma, cancer, and other related ill health effects. Plaintiffs further contend that said defendants are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, defendants are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

### 18.

During the employment of Michael Dandry, Jr., Hopeman Brothers, Inc. also performed contracting work wherein asbestos-containing products were used. During this contracting work, Hopeman Brothers, Inc. exposed these individuals to asbestos-containing products, which caused and/or contributed to Michael Dandry, Jr.'s asbestos-related diseases and other related ill health effects. Defendant, Hopeman Brothers, Inc., had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in injury to Mr. Dandry and for which Hopeman Brothers, Inc., is answerable for the conduct of those handling asbestos products over which it had control, which asbestos was defective and which presented an unreasonable risk of harm, which presented an unreasonable risk of harm, which defendant is strictly liable under Louisiana law.

#### 19.

In addition to the aforementioned acts of negligence, intentional tort, fraud, and strict liability of Hopeman Brothers, Inc. and Wayne Manufacturing Co., Hopeman Brothers, Inc. is also liable because Wayne Manufacturing Corporation was the alter ego of Hopeman Brothers, Inc. at all time material herein. 20.

Plaintiffs also make additional allegations against Hopeman Brothers, Inc. who was aware of the risk of harm presented by its asbestos products. Hopeman Brothers, Inc. either through exchange of information and/or industry sponsored studies was notified, either directly by its parent companies or by its manufacturing associations, that their products presented an unreasonable risk of harm. However, Hopeman Brothers, Inc. disregarded these notices, elected to conceal these hazards from plaintiff and continued to use and hold out these products as safe and non-toxic.

# 21.

Hopeman Brothers, Inc. was informed that asbestos dust presented health risks by the U.S. Government or agencies acting on behalf of the U.S. Government no later than 1945. The U.S. Government issued advisories, through the U.S. Maritime Commission, to all government contractors regarding their findings of enumerated health risks in the work place. During the 1950s, the Department of Defense adopted and distributed to all government contractors, safety standards that pertained to the use of these defendants' products in various work places. In 1952, Louisiana adopted a workers compensation remedy for asbestosis. In the 1960s, the U.S. Government promulgated and published the Walsh-Healy Act which adopted safety standards and regulations regarding asbestos dust. Based on information and belief, each of these companies, their predecessor, and corporation officers were made aware of these findings at the time they were issued. Despite this knowledge, these companies continued to manufacture, distribute, relabel, fabricate, sell and install these products at plaintiff's worksites. This was done without warning to plaintiff and without the knowledge on the part of the plaintiff that he was in danger. Additionally, these defendants continued to market their products without disclosing the dangers and simultaneously affirming that their products were safe and non-toxic.

22.

International Paper Company is the successor to U.S. Plywood. Throughout the time he was employed by Avondale, Michael Dandry, Jr. was exposed to asbestos fiber from asbestos-containing materials manufactured, distributed, and/or sold by U.S. Plywood. At the time of this exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of U.S. Plywood.

23.

The asbestos-containing products manufactured, distributed and/or sold by U.S. Plywood were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, U.S. Plywood failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

#### 24.

Defendant, PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation), (hereinafter "Westinghouse"), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to Avondale. Such products were installed, removed, and repaired by or in close proximity to Michael Dandry, Jr. during his employment, thus exposing him to asbestos dust released by the installation, removal, and repair of said products. Michael Dandry, Jr. was exposed to asbestos fiber from these asbestoscontaining materials manufactured, distributed, and/or sold by Westinghouse. At the time he was exposed to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of Westinghouse.

#### 25.

The asbestos-containing products manufactured, distributed and/or sold by Westinghouse were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, Westinghouse failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

26.

Plaintiffs further allege that Westinghouse has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

27.

By the early 1940s, Westinghouse knew that exposure to asbestos could cause lung disease, asbestosis, lung cancer, and mesothelioma. Throughout the 1930s, 1940s, and 1950s, Westinghouse was a member of the IHF, American Ceramic Society and National Safety Council. Beginning in

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the 1930's, Westinghouse received asbestos scientific and medical information through these organizations.

# 28.

The "Air Hygiene Foundation", was established in 1935 as a fellowship within the Mellon Institute (then a part of the University of Pittsburgh). The organizations' name was changed to "Industrial Hygiene Foundation" and, in 1968, it was again changed to the "Industrial Health Foundation." J-M joined in 1936. IHF members included, among others, General Electric Company, Westinghouse Electric Corporation, or their predecessors in interest. All of these companies are defendants in this case. The IHF was founded to conduct occupational health research, particularly with respect to the health effects of dust in the work place. One of the functions of the IHF was to gather and disseminate information regarding occupational health to its members. Since its inception, it has published special bulletins on items of general interest under the headings of legal bulletins, medical bulletins, management bulletins and engineering bulletins. Since 1937, member companies have been kept informed on occupational health issues by the Industrial Hygiene Digest, a monthly publication which is sent to all members in return for their annual membership fee. The Digest is a compilation of abstracts, grouped by topic, of the published domestic and foreign scientific and medical literature pertaining to industrial health and hygiene. In addition to scientific abstracts, the Digest included a section on legal developments, and also provide notice of any proposed changes in threshold limit values for various substances. Correspondence between members and the IHF established that members either participated in or knew of a number of studies and surveys dating as far back as the 1930's which had linked asbestos with various lung diseases. As part of its consultative services for its members, the IHF undertook a number of studies involving evaluations of asbestos dust conditions and asbestos-related disease. In 1947, the fruits of an industry survey conducted by the IHF for the ATI and its members were published in a "Report of Preliminary Dust Survey for Asbestos Textile Institute." The report is dated June 1947. The object of the investigation was stated as: "defining the specific nature and the magnitude of the (asbestosis) problem in all its phases....An original objective of most immediate importance was to facilitate the exchange of information between member companies on successful methods of dust control and otherwise to promote a general improvement in that field." The preliminary survey to be divided into three parts designated as "Engineering, Medical and Physical Testing" was based on visits made to member companies' plants over a three month period." While the actual report does not reveal the identity of the plants which were visited, deposition testimony

of Dr. Braum indicates that other companies evaluated in the report included defendants in this case. Minutes of the Air Hygiene Committee meetings throughout the 1940's and 1950's reflect frequent discussions and presentations pertaining to appropriate medical practices and industrial hygiene approaches to the problem of asbestos dust in the work place. It was continually stressed that both pre-employment and periodic follow-up medical examinations were essential to monitor the health of employees, the necessity of x-rays and lung function studies, and the proper requisites for a diagnosis of asbestos-related disease. Some annual meetings apparently were held by the IHF. The minutes for the Fifth Annual Meeting of the Air Hygiene Foundation of America, Inc., which was held on November 12 and 13 in 1940, revealed asbestos to be one of its two main topics of interest. An Interim Report of the Preventive Engineering Committee, written by Philip Drinker, discussed inter alia dust particle size and dust control. A second report by Foundation Research at the Saranac Laboratory entitled "Individual Susceptibility to Toxic Dusts", authored by Dr. Leroy Gardner, dealt primarily with the problems of silica dust. Also discussed were court decisions on Workers' Compensation cases. A case involving the death of a North Carolina man was discussed, the minutes indicating that the claimant sought compensation on grounds that the defendant's pneumonia was due to asbestosis. The Supreme Court of North Carolina upheld the award finding that asbestosis was a contributing cause of death. The Air Hygiene committee also recommended that pre-employment and periodic chest x-rays be conducted by a reputable radiologist, that the use of the Greenberg-Smith Midget Impinger be adopted for testing the levels of dust in the air, and that various procedures be implemented to reduce the dust in manufacturing facilities. In December of 1946, Mr. Hemeon of the Industrial Hygiene Foundation was invited to attend a meeting of the American Textile Institute (discussed infra) to respond to inquiries regarding IHF's proposed Industrial Hygiene Survey of the member companies. It was agreed at the February 5, 1947, meeting of the American Textile Institute (ATI) that the IHF be permitted to conduct its proposed survey. A June 18, 1947 report by W. C. L. Hemeon, Head Engineer for IHF, stated that the medical review reflected an incidence of asbestosis ranging between 3% and 20%. In one presentation at a regular meeting (prior to 1950) of the IHF, the suggested threshold limit value was criticized as being unsafe for persons exposed to asbestos fiber. Defendants thus had direct and actual knowledge that the suggested threshold limit value for asbestos was not safe. In addition, this criticism was published in the scientific literature and all defendants were put on notice of the hazards of the suggested threshold limit value.

29.

In addition, Westinghouse and/or its medical director and industrial hygienist became members of the Konicide Club from 1932 through 1940. The Konicide Club was created to understand and control the dust related diseases in the industry, and the members would meet to discuss the methods of accomplishing these goals. On January 22, 1939, The Konicide Club even conducted a meeting which focused on the health problems of the asbestos industry in particular.

30.

Also, Westinghouse's industrial hygienist, E.C. Barnes, wrote to Westinghouse's medical department in the 1940s regarding the high dust levels associated with asbestos cloth and the mixing of asbestos cement. Barnes further explained that the inhalation of asbestos dust could cause asbestosis, and he recommended that this hazard be minimized. Westinghouse was also aware of the dust problems associated with the use of the asbestos cloth on turbines. However, from 1946 through the late 1970s, Westinghouse failed to control or reduce the dust created from the asbestos cloth, cement, and other asbestos-components of its products at the various jobsites, and failed to warn with regard to these hazards.

#### 31.

In 1953, Westinghouse produced its Asbestos Safe Practice Data Sheet, thus further evidencing Westinghouse's knowledge of the hazards associated with asbestos exposure. Also in 1953, Westinghouse acknowledged that it had a duty to warn contractors, who lacked the knowledge of potential hazards. However, Westinghouse still never warned the contractors nor the various jobsites of the hazards associated with exposure to asbestos.

### 32.

Westinghouse was also aware of the excessive dust produced from its Micarta product during the 1950s, as indicated in a letter from H.W. Speicher to James McClimans, a safety supervisor. In 1973, Westinghouse conducted dust studies at the Micarta facility and recorded high levels of airborne and settle asbestos-containing dust from the circular saw trimming of Micarta. Nevertheless, Westinghouse failed and refused to warn of health hazards of its asbestos-containing Micarta, and suppressed this information.

33.

Additionally, Westinghouse knew that asbestos was dangerous in the 1940s and began a program to clean up the manufacturing process in their plants in the 1950s while continuing to manufacture asbestos-containing products. Westinghouse began manufacturing asbestos-containing

wallboard systems in 1956 until the mid 1970s. Prior to 1972, Westinghouse failed to provide any warning regarding the asbestos hazard with its products. In 1972, in response to Occupational Safety and Health Administration ("OSHA") regulations, Westinghouse applied warning labels that would necessarily be obscured by the substrate of the wallboard system, thereby appearing to comply with OSHA regulations without actually warning the end users of the inherent dangers of Westinghouse's asbestos-containing products. Subsequent to this activity, Westinghouse learned through in-house counsel that there existed numerous documents that would implicate Westinghouse for its actions. These documents reflected early knowledge on the part of Westinghouse and contained product manufacturing information, air samples studies, architectural reports, work papers, old work files, and other similar materials. It was determined that all such documents be destroyed, despite Federal Regulations requiring their retention. This document destruction was done with the specific intention of defrauding asbestos victims and the courts before which Westinghouse would undoubtedly appear. In the past, Westinghouse has refused to respond to plaintiff's request for the production of these documents principally on the basis that said documents did not exist due to their destruction. Accordingly, plaintiff alleges that Westinghouse's conduct constitutes fraud under Louisiana law.

34.

Additionally, even when OSHA cited Westinghouse with willful, asbestos-related violations during 1970s at its Hampton Micarta plant and in the 1980s at the Lester turbine and blanket plant. Regarding these incidents, Westinghouse's attorneys maintained that Westinghouse would not comply with either the EPA or OSHA and would take an attitude of "respectful noncompliance".

35.

Westinghouse has engaged in a pattern of suppressing information with regard to its asbestoscontaining products and the health hazards associated with same. Jeffrey J. Bair of Westinghouse states in what is known as "The Smoking Gun" documents that the Industrial Hygiene Department files, dating back to 1930, have been reviewed. After a general description of the categories of documents reviewed, Mr. Bair provides a discussion of the nature of these documents. The following are quotes from that discussion:

The majority of the documents in Industrial Hygiene's files are potential "smoking This is so because of the nature, duties, obligations and gun" documents. responsibilities of the Industrial Hygiene Department. The approximately 57 years of Industrial Hygiene files which are in existence today are filled with technical information, procedural information, safe-handling information, hazard information, recommendations and tests results. The files are filled with documentation which critiques and criticizes, from an industrial hygiene perspective, Westinghouse

manufacturing and non-manufacturing operations. This documentation often times points out <u>deficiencies</u> in Westinghouse operations and suggests recommendations to correct these deficiencies. Industrial Hygiene's files contain information which details the various chemical substances used at Westinghouse sites over the years, and often times the inadequacies in Westinghouse's use and handling of the substances. The files contain many years of employee test results, some of them unfavorable. Industrial Hygiene, by performing its job, creates, daily, potential smoking gun documents (emphasis added).

### Plant Correspondence and Files

Please see, for example, Wilber Speicher's letter...correspondence of this type was and continues to be, frequently generated by Industrial Hygiene. Dr. Speicher's correspondence might show early knowledge of the Corporation to certain health hazards associated with epoxy resin dissolving agents. What use did the Corporation make of this knowledge to protect employees and the public? If none or very little, then this document might become a "<u>smoking gun</u>" (emphasis added).

Industrial Hygiene audit and trip reports certainly qualify as potential smoking guns (emphasis added). Industrial Hygiene, in each plant audit, critiques and criticizes the facility from an industrial hygiene perspective. Industrial Hygiene also makes recommendations to improve the hygiene of the plant. The smoking gun possibilities of such documentation are readily apparent (emphasis added). Material Cards, <u>Materials Safety Data Sheets, Purchasing [sic] Department Specification Cards, Safe</u> Practice Data Sheets and Historical Safe Practice Data Sheet Files

Again, the smoking gun possibilities of these documents are clear. If, for example, the safe practices detailed in safe practice data sheets are not made a part of a site's industrial hygiene program and communicated to employees, the potential future problems are readily apparent. In addition, if the information is not or was not conveyed to customers, the public, etc., again the potential future problems are readily apparent (emphasis added).

# Recommendations

Plant Correspondence Files (excluding air sampling data and employee test results such as bio-assay, radiation, etc.)

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic records retention guidelines do not specifically address these records. We recommend that all such files generated prior to 1974 should be discarded. As stated before, these records are filled with documentation dating back to the 1930's which critiques and criticizes Westinghouse operations, and points out deficiencies in such operations. The files are filled with technical product and chemical information, hazard information and safe-handling information, most of it generated by the industrial Hygiene Department in a "editorializing" and opinionated manner. The files are not used in the daily operation of the Department. In our opinion, the risks of keeping these files on the whole substantially exceed the advantages of maintaining the records for the following reasons:

The substantial bulk of the correspondence was written by the Department in an editorializing, opinionated and verbose manner, instead of strictly factual. In addition, the Industrial Hygiene Department, prior to 1974, was involved in testing and evaluating the safety of everything from water coolers to gloves. From a review of the files, it appears that the Department commented and editorialized on just about everything which might have been found in the workplace. This "self-analysis" and "editorializing" type of information can be dangerous. This is just the type of documentation which should be discarded from the files. Correspondence generated subsequent to 1974, generally speaking, does not suffer from these drawbacks.

# "Historical Files or Industrial Hygiene Department"

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic Records Retention Guidelines do not specifically address these records. We recommend that, with the exception of the 1974 noise survey and the testing date which is contained in these files, these files be discarded.

### **Bair's Conclusions**

<u>Toxic tort litigation, including toxic tort-related workmen's compensation litigation,</u> <u>show no signs of abating in the near future</u>. In fact, legislation such as the risk notification legislation currently being considered by Congress, will, according to many "experts", result in an increase in such litigation. Consequently, well reasoned and conceived document retention and destruction programs for departments such as Industrial Hygiene, and in fact the entire Corporation, are imperative.

Bair's conclusion clearly shows that Westinghouse fraudulently destroyed relevant documents all in furtherance of its fraudulent activities whereby it misrepresented the dangers of its asbestos-containing products in order to gain a commercial advantage, *i.e.* sell more of its dangerous products. More importantly, his conclusion shows that Westinghouse had motive for destroying the documents, which was *avoiding litigation* and having to answer fraud allegations therein

36.

It is well-settled that parties have a duty to preserve discoverable evidence, both during and prior to litigation, if it is reasonably foreseen that litigation will occur. Westinghouse knew litigation was likely to occur and destroyed their documents in anticipation therof. This activity amounts to fraud and spoliation. In fact, at least one court has already found that the activities set out in the Jeffrey Bair memo demonstrate a "plan to commit a fraud on the Courts of the United States."

37.

The document destruction program set out in Bair's memo was <u>actually implemented</u> by Westinghouse, as is evidenced by a memorandum entitled "Document Retention" that was written by Wayne C. Bickerstaff on January 29, 1988, directed to J.W. Fisch and copied to S.R. Pitts and Jeffrey Bair. On March 3, 1988, Jeffrey Bair wrote another memo, indicating that he had "informed Wayne to begin discarding [certain documents]." These acts of intentional destruction of records by Westinghouse in order to avoid public knowledge that it had knowledge of health hazards associated with its products constitute fraud under the laws of the state of Louisiana.

# 38.

Defendant, General Electric ("GE"), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to Avondale. Such products were installed, removed, and

repaired by or in close proximity to Michael Dandry, Jr., thus exposing him to asbestos dust released by the installation, removal, and repair of said products. Mr. Dandry was exposed to asbestos fiber from these asbestos-containing materials manufactured, distributed, and/or sold by GE. At the time of his exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of GE.

#### 39.

The asbestos-containing products manufactured, distributed and/or sold by GE were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, GE failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

#### 40.

Plaintiffs further allege that General Electric has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

### 41.

Furthermore, as scientists became more concerned with the connection between asbestos and occupational exposure, General Electric, along with others in the asbestos industry, sponsored both animal and human research on the biological effects of asbestos at the Saranac Laboratory of the Trudeau Foundation. General Electric's association with the Saranac Laboratory extends at least to the 1940s, where Saranac Laboratory correspondence documents the contractual relationship between the Laboratory and General Electric. This research performed by the Saranac Laboratory revealed that exposure to asbestos produced harmful effects to those individuals who inhaled asbestos dust. More specifically, the Saranac Laboratory held the Seventh Saranac Symposium in 1952, whereupon General Electric representatives attended. The presentations by various doctors indicated that a link existed between asbestos and several lung diseases, including asbestosis and lung cancer.

In his presentation at the Seventh Saranac Laboratory in 1952, Dr. Kenneth M. Lynch indicated that he tested the effects of asbestos from a period of twenty five years (1926-1950). The testing resulted in the knowledge of a causal relationship between asbestos and cancer in 1934. This discovery was formally set in a published record. Additionally, in 1947, Dr. Lynch discovered that 13.2% of persons suffering from asbestosis also developed cancer. Furthermore, Dr. Lynch spoke of several reports, dated from 1918 to 1952, discussing the association of cancer with asbestos.

Also, Dr. Merewether began noting the deaths from asbestos exposure in the United Kingdom during the years of 1924 to 1947, including asbestos with tuberculosis and asbestos with lung cancer. Dr. Merewether discovered that 16.2% of persons suffering from asbestosis also developed cancer, as apposed to the 13.2% found earlier, thus further indicating a causal relationship between exposure to asbestos dust and lung cancer. In addition, Dr. Merewether discussed the original cases of asbestosis discovered around 1902. Another doctor, Dr. Arthur J. Vorwald, discussed the discovery of asbestosis in the early 1900s and the availability of information concerning the disease through several reports, ever since. Dr. Vorwald also admitted that individuals exposed to asbestos fibers develop asbestosis. Thus, General Electric's attendance at the Seventh Saranac Symposium in 1952 indicates that it knew, or at least should have known, of the hazardous nature of asbestos in causing asbestosis and lung cancer. Despite this knowledge, General Electric failed to warn its workers and customers of the harmful effects that result from the inhalation of asbestos fibers.

### 42.

General Electric contracted Harvard University to conduct research regarding the various hazards existing in their plants. Dr. Alice Hamilton, along with other Harvard medical doctors, conducted the research for General Electric. She recommended that chest x-rays be taken of all employees working with asbestos. She additionally recommended an overhaul in the ventilation system on certain apparatus at their plants due to the hazardous nature of asbestos fibers and the fact that moving belts blew the asbestos dust about the room so that it accumulates in the room. Also, in the 1930s, asbestos victims began to sue Johns-Manville and Multibestos because of their asbestos-related illnesses. As a result, Dr. Hamilton wrote to Gerald Swope, President of General Electric take safety precautions, including an evaluation of the situation and dust counts, to avoid this litigation. Furthermore, Carl Obermaier, a GE plant manager, wrote to Hamilton acknowledging/admitting that he knew that inhalation of asbestos dust caused health problems, mainly asbestosis. Furthermore, Obermaier spoke of reports and pamphlets discussing the connection between asbestos exposure and lung cancer. Several letters, dated years 1928 - 1934, between Hamilton and GE indicate that GE was well aware of the excessive asbestos dust contained

inside their various plants. Thus, GE had knowledge that asbestos dust was harmful, but still refused to warn its employees and its customers to whom it sold its asbestos-containing products.

43.

Throughout the relevant time periods, GE conducted various asbestos tests in their different plants, further indicating that they knew that asbestos was hazardous since they tested for levels of asbestos dust. Also, when tested, several times GE ran well above the maximum allowable level. For example, a survey done in 1973 of several GE plant buildings found an asbestos dust concentration count of 1540 fibers greater than five microns per milliliter of air, when the threshold limit value for asbestos at that time was five fibers greater than five microns per milliliter of air. GE was also aware that large quantities of asbestos fiber would blow into the exhaust system. Many times GE chose to use the cheaper asbestos fiber in the plants, even though the cheaper fiber produced more dust into the exhaust system. However, GE, knowing of the harmful effects of asbestos, still refused to warn those individuals/workers who would come into contact with their products. Instead, they used these cheaper asbestos fibers attempting to profit at the expense of those individuals who would inhale these fibers from their products. As a result of the tests conducted at General Electric's plants, various recommendations were given to GE during the 1950s to 1970s, including the improvement of ventilation (including exhaust systems), periodic chest X-rays, pulmonary function tests, medical surveillance programs, wearing of an approved respirator, gloves, and protective clothing, increasing air flow, better maintenance of dust filters, use of industrial vacuum to clean site, complete enclosure of saw and apparatus, checking filters at regular intervals to insure working properly, and the cutting of cloth where asbestos dust should be minimized. More specifically, in letters dated 1956 and 1959, Dr. Elkins informed the GE Lowell Plant that those employees working around asbestos should receive periodic chest x-rays due to the hazardous nature of asbestos. Also, he informed that the workers who sweep the area should wear respiratory equipment. Therefore, General Electric knew or should have known that asbestos could be harmful to those individuals exposed to this dust.

44.

Moreover, various published reports and articles available to GE, prove that GE was empowered with the knowledge that asbestos caused several diseases. Some of the reports and articles include:

<sup>(1) &</sup>lt;u>Safety Management: Accident Cost and Control</u>, a published article written in 1956 by Dr. R. Simonds and Dr. J. Grimaldi, which discusses the fact that asbestos produces asbestosis, the symptoms of asbestos, and how asbestos dust can be found in all stages of asbestos handling;

Asbestos-Dust Exposures at Various Levels and Mortality, a published article written (2)in 1967 by Dr. P. Enterline and Dr. A. Kendrick discussing the first reports of asbestosis in the early 1900s, the first reports of mesothelioma were published in 1955, and the acceptance of a causal relationship between asbestos dust and asbestosis and mesothelioma;

Asbestos Exposure Smoking, and Neoplasia, a published article written in 1968 by Dr. I. Selikoff, Dr. E. C. Hammond, and Dr. Jacob Churg, discussing that asbestos workers have a high risk of dying of bronchogenic carcinoma.

Industrial Pneumoconiosis Prevention and Control, an published article written in 1969 by Edmund M. Fenner, director of environmental control at J-M, talks about how scientists became concerned about the connection between the exposure to asbestos fibers and asbestosis in the 1920s. Furthermore, the article speaks of the Saranac Laboratory's discovery, through animal and human research in the 1930s, that asbestos exposure did "produce a unique and identifiable pulmonary fibrosis." Additionally, the article also talks about how Britain had become concerned about the link between asbestos dust exposure and lung cancer in the 1950s.

Asbestos And Health In 1969, a published article written in 1969 by George W. Wright, discusses the progression of knowledge about asbestos' relationship with different diseases. Wright begins by talking about the discovery of diseases associated with asbestos exposure in the early 1900s. Then, Wright mentions that in the 1930s, it was pointed out that asbestos poised a problem to the health of workers and that the health problem could be minimized by instituting protective measures to reduce the amount of asbestos airborne dust. Wright also speaks about the various tests conducted to determine the exact relationship between asbestos and diseases. Additionally, Wright indicates that an 80% incidence of asbestosis to workers exposed to asbestos 20 or more years was found, and also that the more asbestos dust concentration in the air the larger % of workers developing cancer. Furthermore, Wright explains that there is a strong relationship between the development of mesothelioma and the exposure to asbestos fibers.

The Health of Chrysotile Asbestos Mine and Mill Workers of Quebec, a published (6)article written in 1972 by Dr. C. McDonald, Dr. M. Becklake, G. Gibbs, Dr. A. McDonald, and C. Rossiter, talks about how asbestos has been known to cause three identifiable diseases, including asbestosis, lung cancer, and mesothelioma. The article also discusses the fact the percent of people who develop lung cancer rises with the increase in asbestos dust exposure.

<u>Recommended Safety Practices for Handling Asbestos Fiber</u>, an article written by Johns-Manville indicating that asbestos should be handled in a way as to prevent asbestos dust and that approved asbestos respirators should be worn by when handling asbestos fibers.

Encyclopedia Of Occupational Health And Safety, written in 1971 by J.C. Gilson, (8)talks about the health hazards, including several diseases, associated with the inhalation of asbestos fibers and asbestos dust. The Encyclopedia also speaks of the first incidence of asbestosis discovered in 1899 in London and the fact that in the 1930s asbestos was seen as a major cause of health hazards in the asbestos textile industry in the U.S. and other countries.

45.

Avondale, Bayer Cropscience, Inc. (as successor of liability to Rhone-Poulenc AG Company f/k/a Amchem Products, Inc. f/k/a Benjamin Foster Company); Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); Foster-Wheeler, LLC (formerly Foster Wheeler Corporation); General Electric Company; Westinghouse; Uniroyal, Inc.; Taylor-Seidenbach, Inc., and International Paper Company were in the business of manufacturing, fabricating, selling and/or distributing asbestoscontaining products, including but not limited to asbestos-containing pipe covering, pipe coating,

blankets, special fittings, cloths, gaskets, blocks, valves, cements, mastics, jackets, board, turbines and/or boilers. These companies sold, installed, removed and/or abated these products to and/or at Avondale. In addition, Eagle, Taylor Seidenbach, Inc., Foster Wheeler, Westinghouse, International Paper, and General Electric, distributed asbestos-containing products manufactured, distributed, and sold by various companies including Bayer Cropscience, Inc. (successor to Rhone Poulenc AG Company, formerly Amchem Products, Inc., formerly Benjamin Foster Company)--(adhesives, coatings, sealants, and mastics), Foster Wheeler LLC (formerly Foster Wheeler Corporation)--(block and boiler insulation), General Electric Company –(electric wire and cable, block, cloth, generators and generator insulation, turbines and turbine insulation including, but not limited to sprayed asbestos insulation), Westinghouse-(block, boiler, turbine and turbine insulation, generators and generator insulation, cloth, blankets, adhesives, cement, pipe covering, and micarta); and Uniroyal, Inc .-- (cloth, tape, yarn, and adhesives). During various periods of time, Eagle and Taylor Seidenbach, Inc. would package the above-described products from other distributors and manufacturers' products in their own boxes and packaging, and hold out the products as their own, thus, making them liable as the manufacturer under Louisiana law. During various periods of time, Eagle, Taylor Seidenbach, Inc., Foster Wheeler, General Electric, and Westinghouse also did contracting work at the locations where Michael Dandry, Jr. was working thereby exposing him during their handling of asbestos-containing products. Mr. Dandry was exposed to asbestoscontaining products manufactured, distributed, sold, and/or handled by all "defendants" named in this petition.

#### 46.

The asbestos-containing products manufactured, distributed and/or sold by Avondale, Eagle, Inc., Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., Westinghouse, General Electric Company, Foster Wheeler LLC, and International Paper Company were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, these defendants failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause diseases such as mesothelioma, cancer, asbestosis, pleural diseases, and other ill health effects.

# 47.

As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, and/or sold by Avondale, Eagle, Inc.,

Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., Westinghouse, General Electric Company, Foster Wheeler LLC, and International Paper Company, Mr. Dandry inhaled asbestos fibers and other harmful substances emitted by the normal use of said products, proximately causing the mesothelioma and other related ill health effects from which he suffers. Plaintiff further contends that these companies are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, these companies are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

**48**.

Prior to the time Mr. Dandry was exposed to asbestos, all defendants were aware or should have been aware of the health hazards associated with exposure to asbestos, including but not limited to pleural plaques, fibrosis, asbestosis, cancer, and mesothelioma. Further, all defendants were aware or should have been aware that invisible asbestos particles could remain airborne for many hours and that exposure could occur even after actual use of the products ceased; nevertheless, defendants remained silent as to the unreasonably dangerous nature of the products which suppression of the truth was made with the intention of obtaining an unjust advantage over unsuspecting victims. Such conduct constitutes fraud under Louisiana law.

49.

All defendants made the misrepresentations cited in the foregoing paragraph despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

50.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Mr. Dandry was exposed to products manufactured, distributed, sold, and/or handled by "defendants," and he contracted mesothelioma and other related ill health effects, which was first diagnosed on approximately April 12, 2023, and from which he died on November 5, 2023.

51.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over Mr. Dandry, and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

### 52.

The health hazards of asbestos have been recognized by those in the business for two thousand years. The Greek geographer Strabo and the Roman historian Pliny the Elder both recognized asbestosis in slaves whose task was to weave asbestos into cloth. There is conclusive evidence (more specifically outlined below) that by the end of 1930, it was widely known in the United States by those in the industry and their insurers that exposure to asbestos could cause asbestosis and cancer, that asbestosis was a fatal disease, and that the latency period of asbestosis and other asbestos-related disease was of many years duration subsequent to initial exposure, yet this knowledge was suppressed from workers like Mr. Dandry.

53.

By the time Mr. Dandry began working with and around asbestos products, virtually every state in the Unites States recognized asbestosis and silicosis as compensable claims under workers' compensation laws. In fact, the Louisiana legislature in 1952, when it enacted its first Workers' Compensation Occupational Disease Act, listed asbestosis and silicosis as a compensable occupational disease. Moreover, all suppliers (as well as independent contractors) to any company with government contracts were bound to comply with health and safety requirements of the Walsh Healey Public Contract Act first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943. Likewise, there were industrial health standards regarding asbestos in Louisiana since 1943. These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. They also required isolation of dusty work, ventilation, use of respirators, and medical examinations by doctors. Despite this, Mr. Dandry was never warned of any hazard associated with asbestos or silica, was never protected by use of adequate ventilation, and was required to work next to insulators using asbestos products. He never saw a warning on any asbestos product nor was he warned by any contractor using asbestos or silica products. Despite the fact that all defendants were aware of the hazards of asbestos and silica and other toxic substances to which Mr. Dandry was exposed, they failed and refused to warn of these dangers and, furthermore, concealed these hazards. Moreover, defendants suppressed and prevented the dissemination of information relating to the hazards of asbestos and silica exposure, thus constituting fraud under Louisiana law. Even after OSHA became the law in 1971, Mr. Dandry was not warned of the health hazards associated with exposure to asbestos.

54.

The acts of the defendants, as described above, constitute a fraudulent misrepresentation and/or concealment which proximately caused the injuries to the Petitioner in the following manner:

- 1) The material published or caused to be published was false and incomplete and that the defendants knowingly and deliberately deleted references to the known health hazards of asbestos and asbestos-related products.
- 2) The defendants intended the publication of false and misleading reports and/or the non-disclosure of documented reports of the health hazards of asbestos:
  - a) To maintain a favorable atmosphere for the continued sale and distribution and use of asbestos and asbestos-related products;
  - b) To assist in the continued pecuniary gain of the defendants through the sale of asbestos products to an ignorant public;
  - c) To influence in the defendant's favor, legislation to regulate asbestos exposures and unlimited medical and disability claims for compensation;
  - d) To provide a defense against lawsuits brought for injury resulting from asbestos disease;
  - e) To prevent relevant medical inquiry about asbestos disease;
  - f) To mislead the general public, and the Petitioner herein, about the hazards associated with asbestos products; and
  - g) To induce the Petitioner to use and continue to use asbestos products.
- 3) The Petitioner reasonably relied upon the published medical and scientific data documenting the purported safety of asbestos and asbestos-related products, and the absence of published medical and scientific reports on the hazards of asbestos and asbestos-related products because Petitioner believed it to be safe.
- 4) Defendants, intended the Petitioner to rely upon the published reports regarding the safety of asbestos and asbestos-related products and upon the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products, and therefore to continue their exposure to those products.
- 5) Defendants are in a position of superior knowledge regarding the health hazards of asbestos and therefore the Petitioner and others deciding to use the said asbestos-containing products to which

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Petitioner was exposed, had a right to rely on the published reports commissioned by the defendants regarding the health hazards of asbestos and the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products.

#### 55.

Insurance premiums were set based on the risks posed by the insured. Insurance companies discussed the hazards of asbestos with insured who manufactured, used, or distributed asbestos products. Insurance field inspectors would survey the premises or operations of the insured, advise the insured of the hazard, and set the premium accordingly. This was true prior to the time that Mr. Dandry was first exposed to asbestos and continued throughout his employment. The fact that workers' compensation insurance carriers were concerned about asbestos is evidenced by the 1932 occupational disease report in "The National Underwriter" where asbestos was listed as a serious hazard receiving special attention "for some time" in insurance underwriting. When the Supreme Court of North Carolina (McNeely v. Carolina Asbestos Co., May 23, 1934) determined that asbestosis was compensable under its workers' compensation law, insurance executive F. R. Jones wrote that the McNeely case and others like it injected elements of uncertainty that rendered the hazards of asbestosis "often uninsurable at practicable rates."; he wrote that even though rates for those in the asbestos business were high, "their adequacy ... is generally doubted." To avoid losing money, insurance companies instituted a practice of servicing claims as well as providing the insurance -- "sort of a right pocket to left pocket... in other words there wasn't any way (insurance companies) could lose money on it." (See deposition of Harry J. Flynn in Bradley v. Todd Shipyards, Inc., C.A. No. 85 - 05657, Div. "D", Civil District Court for the Parish of Orleans.)

56.

That all defendants and the companies that insured them knew of the health hazards associated with exposure to asbestos since the 1930s (and suppressed this information) is shown by numerous documents and testimony. In fact, the knowledge was so well recognized in the asbestos industry that the insurance industry considered confessing liability; instead, they decided to make it "economically impossible" for plaintiffs to pursue their claims. The minutes of meetings in 1976 and 1977 of American Mutual Insurance Alliance (an insurance industry association) confirm that the hazards of asbestos exposure have been known for many years. These minutes specifically state that medical research in 1900 linked asbestos with asbestosis and by 1935 it was recognized that asbestos caused cancer. In a memorandum of a meeting of a discussion group dated April 21, 1977, it was stated: The meeting closed with a unanimous rejection of a suggestion that liability in asbestos cases be admitted and the carriers agreed between themselves as to their respective losses

and expenses. That insurance companies and their insureds were working together to discourage plaintiffs from pursuing valid claims is also demonstrated in earlier memos. In minutes dated May 22, 1974, discussing *Borel v. Fibreboard Paper Products Corporation*, 493 F.2d 1076, (5th Cir. 1973), cert. denied, 419 U.S. 869 (1974), it is stated: "The appeals court decision in the Borel case of course sets a very bad precedence for our other pending asbestosis cases and (sic) this jurisdiction we will soon have to formulate a 'game plan' for the continued defense of these asbestosis cases **with the other defendants**." In a memo dated October 22, 1974, it was decided that the asbestos defendants and their insurance companies would resist pending cases "and attempt to make this economocially (sic) impossible for the plaintiffs to pursue the other cases." These attempts to prevent and stifle valid claims by plaintiffs such as Mr. Dandry shows that the defendants, to this day, are committing fraud.

## 57.

Documents and testimony of defendants herein as well as associated asbestos companies is replete with the fact of knowledge and fraud. Although Johns-Manville (hereinafter sometimes referred to as "J-M" and Raybestos-Manhattan, Inc. (hereinafter sometimes referred to as "R-M") are not defendants herein, a discussion of their knowledge is necessary to show knowledge within asbestos industry associations, within the insurance industry, and among other defendants. In 1929, Johns-Manville Corporation and Raybestos-Manhattan, Inc. agreed to permit the Metropolitan Life Insurance Company to conduct a complete Industrial Hygiene survey of some of their facilities, including J-M's asbestos mines and mills in the Province of Quebec. The initial investigation began in October of 1929 and was completed in January of 1931. The study included the following: a survey of the dust conditions in the asbestos mines, mills and fabricating plants; physical examinations of asbestos workers, including X-ray films; and a study of the dust exhaust systems designed to eliminate asbestos dust. This survey was supervised by Dr. Anthony J. Lanza, Assistant Medical Director of Metropolitan; Dr. William J. McConnell, Assistant Medical Director of Metropolitan; and J. William Fehnel, a chemist with Metropolitan. Subsequent to this initial study, meetings were held among Dr. Anthony J. Lanza, W. R. Seigle (Vice President of J-M), Vandiver Brown (General Counsel for J-M), S. A. Williams (President of Johns-Manville Products Corporation), and Sumner Simpson (President of Raybestos-Manhattan, Inc.). The minutes of these meetings which occurred in November, 1933, through January, 1934, reflect that Metropolitan Life was desirous of conducting a follow-up study of the J-M and R-M facilities, as well as expanding the scope of the study to include additional J-M facilities and facilities of other members of the

asbestos industry. Dr. Lanza felt that the Metropolitan Life Insurance Company should advise the companies of the types of respirators which should be provided to the employees engaged in making a study of this problem. On December 7, 1934, Dr. Lanza forwarded to Vandiver Brown, counsel for J-M, the "galley proof" of the results of the 1929 through 1931 survey of the R-M and J-M plants, entitled "Effects of Inhalation of Asbestos Dust on the Lungs of Asbestos Workers." This "draft" was also circulated to representatives of Raybestos-Manhattan, who prepared editorial comments and recommendations for Dr. Lanza concerning the final publication of the report. Johns-Manville prepared similar comments. The Metropolitan report informed Raybestos-Manhattan and Johns-Manville of the following: that prolonged exposure to asbestos dust caused pulmonary fibrosis; that asbestosis could cause cardiac enlargement; that it was possible for uncomplicated asbestosis to have fatal results; and that the amount of dust in the air in the asbestos plants surveyed could be substantially reduced. After incorporating some of J-M's and R-M's editorial suggestions, Dr. Lanza published "Effects of the Inhalation of Asbestos Dust on the Lungs of Asbestos Workers" in the <u>Public Health Reports</u>, Volume 50, No. 1, January 4, 1935.

# 58.

In November 1936, Vandiver Brown of Johns-Manville, together with Sumner Simpson, President of Raybestos-Manhattan, solicited other members of the Asbestos Products Industry to participate in "asbestos dust experiments" by the Saranac Laboratory of the Trudeau Institute. Dr. Leroy U. Gardner was the director of the Trudeau Foundation at the time. A report of these works was prepared by Dr. Gardner on April 18, 1938. The report was sent to Vandiver Brown, who in turn sent it to Dr. Lanza for his comments.

### 59.

In 1942, Charles Roemer, a New Jersey attorney, was advised by his cousin, Dr. Jacob Roemer, that in the course of reviewing chest x-rays of employees at the Union Asbestos and Rubber Company's Paterson, New Jersey plant, he had observed a significant number with lung changes which he believed were due to asbestos exposure. Dr. Roemer advised that the men be informed of his findings and that they be instructed to secure outdoor employment which did not involve any exposure to asbestos dust. Dr. Roemer said that unless this was done immediately, the men would suffer and die from asbestos-related lung disease. Vandiver Brown acknowledged that J-M's physical examination program had produced similar findings of x-ray evidence of asbestos disease among workers, but told Mr. Roemer and the UNARCO representatives that it was foolish to be concerned. Mr. Brown explained that it was J-M's policy to let its employees die of asbestos

poisoning rather than inform them of health consequences which would undoubtedly lead to costly lawsuits against the company. As testified to by Mr. Roemer, "I'll never forget, I turned to Mr. Brown... and I said, 'Mr. Brown, do you mean to tell me you would let them work until they dropped dead?' He said, "Yes. We save a lot of money that way." (Deposition Charles H. Roemer taken April 25, 1984, Johns-Manville Corp. et al. v. the United States of American, U.S. Claims Court Civ. No. 465-83C).

### 60.

As a result of the aforesaid Metropolitan Life study, additional health research on the effects of prolonged and excessive inhalation of asbestos fiber on human beings was undertaken at the Saranac Laboratory. A report on this research was delivered at the Seventh Saranac Lake Symposium in 1952 and was entitled "Pulmonary Function Studies in Men Exposed for Ten or More Years to Inhalation of Asbestos Fibers" by Fernand Gregorie and George W. Wright.

61.

In addition to the IHF, there were other trade associations which were formed to aid and service companies in the asbestos industry. Members of the Asbestos Textile Institute (ATI), founded on November 16, 1944, included companies which produced asbestos containing cloth and other products. Members included, among others, Uniroyal, Inc., which is a defendant in this action. At the June 13, 1946, meeting of the Asbestos Textile Institute, a question was posed as to whether or not a committee should be formed to deal with the question of dust control. Beginning on June 13, 1946, a subcommittee of the dust control committee of the Asbestos Textile Institute recommended that the committee contact the United States government, the state governments in which member plants were located, the Mellon Institute, and Metropolitan Life for the purpose of preparing a tentative program aimed at bringing to member companies the assistance of qualified technical and medical people. In 1946, the ATI was presented with a plan for a central medical committee which would call for individual medical programs at all facilities using asbestos as well as a central medical department which would be responsible to the association. Recommendations for initial medical examinations and periodic follow-up examinations were also made. The recommendation for periodic medical examinations was characterized by the presenting doctor as "fundamental in an industry where there was a 'known occupational health hazard". While the ATI considered this proposal, it nonetheless elected to defer the plan. During the late 1940's and early 1950's, the ATI was presented with a number of other plans for wide ranging research on various

issues dealing with asbestos-related disease in the asbestos industry. However, in some instances, the research projects and proposals were discarded.

## 62.

Another trade organization was the National Insulation Manufacturers Association ("NIMA"), which formed in December of 1958 as a joint venture trade association to serve as a voice for the mineral insulation industry. After 1958, personnel of Ruberoid/GAF (defendant herein) attended most, if not all, NIMA meetings at which health hazards were frequently the topic of formal discussions. NIMA members had unequivocal knowledge of the potential health hazards posed by unprotected and prolonged exposure to excessive quantities of airborne asbestos fiber. The testimony of Harry Kaufman, who came to Ruberoid in 1958 as Assistant Director of Quality Control, admit knowledge of the potential health hazards to an unprotected worker from exposure to asbestos fiber as far back as 1943 when he attended a five month course at the University of Maryland on Industrial Safety. Charles Limerick, former manager of the Ruberoid Vermont Mines, has admitted that he was aware of dangers of asbestos as far back as the 1930's and 1940's. GAF/Ruberoid was put on notice of dangers in 1935 or 1936 through correspondence with "Asbestos" magazine. Ruberoid subscribed and advertised in "Asbestos". Moreover, Ruberoid was prodded by lawsuits brought by its employees alleging that they had developed asbestosis as early as 1934.

#### 63.

Sumner Simpson, the first Raybestos-Manhattan Incorporated President, maintained a file or collection of documents, correspondence, and memoranda pertaining to the subjects of the health effects of asbestos, dust control, and dust levels. These documents clearly evidence knowledge, beginning in at least the 1930's, of dangers posed by exposure to asbestos and steps which could and should be taken to minimize the risk of asbestos-caused diseases. The "Sumner Simpson" documents, as a group, demonstrate the high level of awareness and early sophistication of the asbestos industry of knowledge that excessive exposure to asbestos over a prolonged period of time could and would produce asbestos-related diseases. Numerous letters in the "Sumner Simpson" document collection refer to the fact that many states were adding asbestosis as a compensable disease and that Raybestos-Manhattan Incorporated was going to have to deal with that reality.

64.

Eagle, Inc. and Taylor-Seidenbach, Inc. did contracting work as early as the 1940s. Accordingly, Eagle, Inc. and Taylor-Seidenbach were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the

U.S. Navy and U.S. Maritime Commission in 1943 (discussed infra). Likewise, these companies were also aware of heath and safety requirements regarding asbestos adopted in Louisiana as early as 1943. These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Moreover, these companies, being asbestos insulation contractors, had to pay higher insurance premiums as a consequence thereof. Mr. Dandry was exposed to asbestos both through their contracting work and through products manufactured, distributed, and sold by them throughout his career. Yet at no time was Mr. Dandry protected from these hazards nor warned of these hazards. Even after OSHA became the law in 1971, Mr. Dandry was not advised of the hazards associated with exposure to asbestos. These defendants were aware of the hazards of asbestos but failed and refused to warn Mr. Dandry of the dangers and, furthermore, concealed and suppressed its knowledge of these hazards, thus constituting fraud under Louisiana law. See deposition of Fred J. Schuber, Jr., 05/31/90, pages 149-155, 176-179 and exhibits attached to the deposition of Schuber taken 5/09/90; and deposition of Thomas R. Dimm, 02/03/86, pages 65-66; and Eagle, Inc.'s response #4 to plaintiffs' interrogatories in the case of Atzenhoffer, et al v. National Gypsum, Co., et al, C. A. #89-894, which responses are dated March 27, 1990; and Act No. 532 (1952) amendments to the Louisiana Workers' Compensation Act.

#### 65.

Since the early 1940s, defendant, Foster-Wheeler LLC (formerly Foster-Wheeler Corporation), was a major manufacturer of boilers used in the construction of both commercial and U.S. Navy vessels at various shipyards throughout the US. Since that time through and including the time when Mr. Dandry was last exposed, they supplied boilers to virtually every shipyard constructing and repairing vessels in the country. Accordingly, since the early 1940s, they were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943 (discussed infra). These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Despite this knowledge, at no time was Mr. Dandry advised of these hazards as defendants failed and refused to warn Mr. Dandry of the dangers and, furthermore, concealed and suppressed their knowledge of these hazards, thus constituting fraud under Louisiana law. In addition to manufacturing and selling boilers, (and providing the asbestos insulation products for insulation of their boilers and the piping connecting their boilers), they constructed their boilers on-site and provided an on-site representatives during the construction of their boilers.

### 66.

All defendants made the misrepresentations cited in the foregoing paragraphs despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

#### 67.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Mr. Dandry was exposed to products manufactured, distributed, sold, and/or used by the defendants in this case, and he contracted mesothelioma, cancer, and other related ill health effects.

**68**.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over Mr. Dandry and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

### 69.

Petitioners' causes of action are based upon the acts and omissions of defendants or those for whom the defendants are responsible, and are specifically not based upon any act committed at the direction of the United States Government.

#### 70.

As a result of the aforementioned acts of the hereinabove named defendants, Mr. Dandry contracted mesothelioma and other related ill health effects and died from mesothelioma.

71.

All of the hereinabove named defendants are jointly, severally, and *in solido* liable to petitioner for the damages sustained as a result of Mr. Dandry's contraction of mesothelioma and other related ill health effects and death. Petitioners are entitled to damages for the following:

physical pain and suffering of Michael Dandry, Jr.; mental pain and anguish (including but not limited to fear of death) which Mr. Dandry suffered; fear of death, humiliation and emotional distress suffered by Mr. Dandry, loss of income and earning capacity of Mr. Dandry; medical expenses; care and personal assistance provided to Mr. Dandry; loss of personal services; loss of enjoyment of life and lifestyle; loss of support to children; loss of consortium and society, love, and affection; loss of services, loss of companionship; grief suffered by Erica Dandry Constanza and Monica Dandry Hallner, the children of Mr. Dandry, as a result of the death of Mr. Dandry; funeral expenses; lost income and expenses related to the injuries and death of Michael Dandry, Jr., funds expended by each of the plaintiffs herein for the care and treatment of their father, and all other general damages arising out of this survival and wrongful death action which may be shown at the trial of this matter.

72.

A trial by jury is demanded on all issues.

WHEREFORE, petitioners, Erica Dandry Constanza and Monica Dandry Hallner, pray that the defendants named herein be duly cited to appear and answer, and that after all due proceedings are had, that there be judgment rendered herein in favor of petitioners and against defendants for all damages suffered by petitioners together with legal interest and all costs associated with the prosecution of this claim. Petitioners further pray for all general and equitable relief.

Respectfully submitted,

**ROUSSEL & CLEMENT** 

GÉROLYN P. ROUSSEL - 1134 L PERRY J. ROUSSEL, JR. - 20351 JONATHAN B. CLEMENT - 30444 LAUREN R. CLEMENT - 31106 BENJAMIN P. DINEHART - 33096 1550 West Causeway Approach Mandeville, LA 70471 Telephone: (985) 778-2733 Facsimile: (985) 778-2734 ATTORNEYS FOR PETITIONERS, ERICA DANDRY CONSTANZA and MONICA DANDRY HALLNER

# PLEASE SERVE THE PETITION FOR DAMAGES ON THE FOLLOWING:

- SPARTA INSURANCE COMPANY Through its agent for service of process: Secretary of State Legal Services Sections 8585 Archives Ave. Baton Rouge, La. 70809
- HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly NORTHROP GRUMMAN SHIP SYSTEMS, INC. formerly, AVONDALE INDUSTRIES, INC. formerly AVONDALE SHIPYARDS, INC. and formerly, AVONDALE MARINE WAYS, INC.) Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La. 70816
- EAGLE, INC. Through its agent for service of process: Susan B. Kohn 1100 Poydras St. New Orleans, LA 70163
- 4. BAYER CROPSCIENCE, INC. (SUCCESSOR TO RHONE POULENC AG COMPANY, FORMERLY AMCHEM PRODUCTS, INC., FORMERLY BENJAMIN FOSTER COMPANY) (Via Louisiana Long Arm Statute) through its agent for service of process: Corporation Service Company 80 State Street Albany, New York 12207
- 5. FOSTER WHEELER LLC (formerly FOSTER WHEELER CORPORATION) (Via Louisiana Long Arm Statute) Through its registered agent for service of process: United Agent Group, Inc. 1521 Concord Pike Suite 201 Wilmington, DE 19803
- GENERAL ELECTRIC COMPANY Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La. 70816
- HOPEMAN BROTHERS, INC. (Via Louisiana Long Arm Statute) AWH Corporation 435 Essex Ave., Suite 101 Waynesboro, Virginia 22980
- TAYLOR-SEIDENBACH, INC. Through its agent for service of process: Hal Shepard 731 South Scott St. New Orleans, LA 70119

LONG ARM SERVICE

LONG ARM SERVICE

9. PARAMOUNT GLOBAL (f/k/a WESTINGHOUSE ELECTRIC CORPORATION) Through its agent for service of process: Corporation Service Company 251 Little Falls Dr. Wilmington, DE 19808

LONG ARM SERVICE

LONG ARM SERVICE

UNIROYAL, INC. (Via the Louisiana Long Arm Statute) 70 Great Hill Road Naugatuck, CT 06770

10.

11. INTERNATIONAL PAPER COMPANY Through its agent for service of process: CT Corporation System 3867 Plaza Tower Dr. Baton Rouge, La 70816