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

\_\_\_\_\_ ) **Chapter 11**  
In re: )  
HOPEMAN BROTHERS, INC., ) **Case No. 24-32428 KLP**  
Debtor )  
\_\_\_\_\_ )

**LIBERTY MUTUAL INSURANCE COMPANY’S  
ASSENTED-TO EMERGENCY MOTION  
FOR ENTRY OF A PROTECTIVE ORDER**

In accordance with Fed. R. Civ. P. 26(c), made applicable to contested bankruptcy proceedings by Fed. R. Bankr. P. 7026 and 9014, Federal Rule of Bankruptcy Procedure 9018, and Section 107 of the Bankruptcy Code, Liberty Mutual Insurance Company (“Liberty”) respectfully requests that the Court enter the Proposed Protective Order attached as Exhibit A -- or a similar protective order -- with respect to three written agreements (the “Confidential Agreements”) executed between Liberty and Hopeman Brothers, Inc. (the “Debtor”), along with any related documents and/or correspondence (referenced collectively in Exhibit A as the “Protected Material”).<sup>1</sup>

<sup>1</sup> These three agreements are the: (1) Agreement for Defense and Indemnity Between Liberty Mutual Insurance Company and The Hopeman Brothers Company, dated March 22, 1990 (the “1990 Agreement”); (2) Settlement Agreement and Release Between Hopeman Brothers, Inc. and Liberty Mutual Insurance Company, effective March 21, 2003 (the “2003 Settlement Agreement”); and (3) Indemnification and Hold Harmless Agreement Between Hopeman Brothers, Inc. and Liberty Mutual Insurance Company, effective March 21, 2003 (the “2003 Indemnification Agreement”).



As explained further below and set forth in Exhibit A, Liberty's Proposed Protective Order will allow for the production and use of the Confidential Agreements in the context of these Chapter 11 proceedings, while maintaining the confidentiality of these documents -- which reflect sensitive commercial transactions between Liberty and Debtor, and which are subject to robust confidentiality requirements negotiated by Liberty and Debtor.

**I. PRELIMINARY STATEMENT.**

1. The Confidential Agreements fall squarely within the protections afforded by Federal Rule of Civil Procedure 26, Federal Rule of Bankruptcy Procedure 9018, and Bankruptcy Code Section 107, because they reflect commercially sensitive transactions and agreements executed between Liberty and Debtor. For that reason, Liberty and Debtor bargained for stringent confidentiality restrictions that are embedded within the Confidential Agreements.

2. At the same time, Debtor has indicated that it intends to produce the Confidential Agreements in response to discovery requests served by three separate entities in connection with the *Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants* (Dkt. No. 7) (the "Stay Motion"): (1) the Official Committee of Unsecured Creditors (the "Committee"); (2) the Boling Law Firm and the Law Office of Philip C. Hoffman ("BLL/LOPH"); and, (3) the Huntington Ingalls Industries, Inc. (collectively, the "Requesting Parties"). Debtor also has indicated that the Confidential Agreements might be discussed during the forthcoming September 10 Hearing. In other words, disclosure of the Confidential Agreements in the context of these proceedings appears to be imminent.

3. Against that backdrop, Liberty seeks to protect the confidentiality of the commercially sensitive Confidential Agreements -- consistent with the confidentiality restrictions

contained in those Agreements -- without disrupting the flow of information in this matter or infringing on the prerogative of the parties to make arguments and seek discovery that they contend are relevant. Liberty's Proposed Protective Order vindicates both objectives. *See Exhibit A.*

4. It bears emphasis at the outset that Liberty was constrained to file this Motion on short notice. Upon receiving discovery requests, Debtor had sought to negotiate confidentiality agreements with the Requesting Parties. However, Debtor recently advised Liberty that Debtor would be unable to execute such confidentiality agreements with all of the Requesting Parties in advance of the September 10 Hearing, which might involve discussion of the Confidential Agreements. Accordingly, Liberty must seek relief from the Court in order to prevent the imminent public disclosure of its commercially sensitive information.

5. As explained further below, Liberty's Proposed Protective Order strikes an appropriate balance between facilitating the sharing of information in these proceedings, on the one hand, and affording necessary protections for Liberty's confidential information, on the other. As such, Liberty respectfully requests that the Court grant Liberty's Motion and enter its Proposed Protective Order -- or, in the alternative, issue a similar protective order that maintains the confidentiality of the Confidential Agreements. *See Exhibit A.*

## **II. FACTUAL AND PROCEDURAL BACKGROUND.**

### **A. The Confidential Agreements.**

6. The 2003 Settlement Agreement between Liberty and Debtor became effective on March 21, 2003. It contains the following confidentiality provision: "Except as provided herein and elsewhere in this Settlement Agreement, **the terms and conditions of this Settlement Agreement and all matters relating thereto shall remain confidential between the Parties and their attorneys and shall not be disclosed to any other Person** who is not an officer, director,

employee, attorney, or agent of a Party, except: (a) to the Parties' accountants, auditors, or attorneys, or Liberty Mutual's reinsurers; (b) to the Trustee or the Trust; (c) to any other Person as required by operation of law or lawful subpoena or order of court; (d) to any governmental agency in connection with any reporting, disclosure, or other regulatory requirements; (e) in any proceeding to enforce the terms of this Settlement Agreement, subject to an appropriate form of confidentiality order . . . A Party hereto may disclose this Settlement Agreement to a Person not described in this Section X. only if [a] the other Party consents in writing, or [b] the Party is required to disclose this Settlement Agreement by operation of law or lawful subpoena or by order of a court of competent jurisdiction, which order may not have been sought by the Party from whom the disclosure is sought". *2003 Settlement Agreement* at 18-19 (emphasis added).<sup>2</sup>

7. The 2003 Indemnification Agreement between Liberty and Debtor also became effective on March 21, 2003. It contains a substantially similar -- and equally stringent -- confidentiality requirement: "Except as provided herein and elsewhere in this Indemnification Agreement, **the terms and conditions of this Indemnification Agreement and all matters relating thereto shall remain confidential between the Parties and their attorneys and shall not be disclosed to any other Person** who is not an officer, director, employee, attorney, or agent of a Party, except: (a) to the Parties' accountants, auditors, or attorneys, or Liberty Mutual's reinsurers; (b) to the Trust or the Trustee; (c) to any other Person as required by operation of law or lawful subpoena or order of court; (d) to any governmental agency in connection with any reporting, disclosure, or other regulatory requirements; (e) in any proceeding to enforce the terms

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<sup>2</sup> Although the terms of the Confidential Agreements are confidential, Liberty quotes the provisions set forth in Paragraph Nos. 6-11 for the Court's consideration in connection with this Motion. By quoting these provisions, Liberty does not waive the confidentiality protections appertaining to the balance of the Confidential Agreements. In order to maintain the confidentiality of the Confidential Agreements, they are not attached hereto. If the Court so directs, and with the Court's permission, Liberty will file these Agreements under seal for the Court's review.

of this Indemnification Agreement, subject to an appropriate form of confidentiality order . . . A Party hereto may disclose this Indemnification Agreement to a Person not described in this Section V. only if [a] the other Party consents in writing, or [b] the Party is required to disclose this Indemnification Agreement by operation of law or lawful subpoena or by order of a court of competent jurisdiction, which order may not have been sought by the Party from whom the disclosure is sought”. *2003 Indemnification Agreement* at 15-16 (emphasis added).

8. The 2003 Settlement and Indemnification Agreements also preserve Liberty’s right to seek a protective order under these circumstances: “To the extent that a Party is served with a demand to disclose the terms of this Settlement Agreement under Section X.A. above, such Party shall immediately give notice of that demand to the other Party. Liberty Mutual reserves its rights to intervene in such demand, at its own expense, whether it be in the form of a claim, subpoena, suit, alternative dispute resolution, action or any other type of proceeding and to seek a protective order from the court or a written guarantee of confidentiality from any Person to whom the terms are to be disclosed in order to limit, in advance, the dissemination and disclosure of this Settlement Agreement and its terms”. *2003 Settlement Agreement* at 19 (emphasis added); *see also Indemnification Agreement* at 16 (same).

9. In addition, the 2003 Indemnification Agreement requires Debtor’s cooperation with respect to Liberty’s effort to obtain a Protective Order: “Hopeman agrees that it will not oppose, and shall reasonably cooperate with Liberty Mutual, in any such effort”. *2003 Indemnification Agreement* at 16.

10. The 1990 Agreement was executed by Liberty and the Hopeman Brothers Company on March 22, 1990. It also is governed by strict confidentiality restrictions: “**This Agreement and implementation of the terms of this Agreement are confidential and may not be disclosed**

other than to insurers with substantially the same interest as those of Liberty Mutual, including excess insurers and reinsurers, except by order of the court or official discovery proceedings, or by agreement of all the parties hereto; provided, however, that any party may make such reference to this Agreement as is necessary to comply with requirements of disclosure to shareholders, directors, auditors, creditors or government authorities”. *1990 Agreement* at 7.

11. And, the 1990 Agreement requires Debtor and Liberty to cooperate in maintaining its confidentiality: “If any party receives a demand or order to produce this Agreement, that party shall notify the other parties hereto as soon as possible, and all parties shall cooperate in protecting the confidentiality of this Agreement. Any party who discloses this Agreement shall notify in writing each person to whom disclosure is made of the terms of this Section and shall obtain a commitment in writing from each such person to comply with this Section”. *Id.* at 7-8.

**B. Discovery Requests and Liberty’s Efforts to Maintain Confidentiality.**

12. Debtor has represented that it believes the Confidential Agreements are responsive to discovery requests served by the Requesting Parties. Ex. B (“Attached are the discovery requests that have been served on the Debtor in connection with the motion to stay referenced in my letter and for which responses are due this Friday. We believe the Liberty agreements are responsive to (i) UCC request nos. 3, 5, 6, 7, 8, 9 and 2, and (ii) plaintiffs’ counsel request nos. 2 and 13”); *id.* (9/3/24 email) (“As discussed, we received the attached document requests from Huntington that also require production of the LMIC agreements”); *see also* Ex. C (UCC Discovery Requests); Ex. D (BLL/LOPH Discovery Requests); Ex. E (Huntington Discovery Requests).

13. Debtor also has advised Liberty that the Confidential Agreements might be discussed during the hearing scheduled for September 10. *Id.*

14. In lieu of a protective order, Debtor sought to negotiate confidentiality agreements with the Requesting Parties. *Id.* (8/22/24 email) (“Also attached is a draft of the confidentiality agreement that we have provided to the Committee. We have not received any comments from the Committee yet. Note, please, that we propose to proceed with the confidentiality agreement rather than a protective order”); *id.* (8/28/23 email) (“As confirmed on Friday, we will not produce any of the Liberty agreements absent a confidentiality agreement and none have been finalized yet”).

15. Late in the evening of September 3, Debtor reported that it was unable to reach agreement with all of the Requesting Parties with respect to potential confidentiality agreements. *Id.* (9/3/24 email) (“It now appears we will not have a confidentiality agreement in place with the Committee in advance of tomorrow’s deposition and may not have one in advance of the September 10 hearing on the motion to stay or the September 9<sup>th</sup> witness and exhibit deadlines”).

16. Accordingly, Debtor informed Liberty that Liberty should “plan to attend the September 10 hearing to protect its interests and take whatever other relief it deems appropriate”. *Id.*; *see also id.* (9/2/24 email at 4:12 p.m.) (“Please advise whether Liberty is going to file a motion to protect or seal the agreements or seek other relief and have that heard on or before the September 10 hearing”). As such, Liberty respectfully submits this Motion and requests the Court enter its Proposed Protective Order. *See Exhibit A.* Liberty has been attempting to reach Debtor’s counsel since September 4 to discuss this Motion and the Proposed Protective Order, but Liberty has not received a substantive response to date.

17. Liberty’s Proposed Protective Order is narrowly tailored and allows Debtor to respond to discovery requests and otherwise participate in these proceedings as it deems appropriate, while ensuring that the Confidential Agreements and related information will remain

confidential. *See Exhibit A.* In other words, Liberty has sought to avoid any disruption to the fair and expeditious resolution of this Chapter 11 case.

### **III. BASIS FOR RELIEF.**

18. Federal Rule of Civil Procedure 26(c) -- which applies in this contested matter -- authorizes the Court to issue a protective order governing discovery of the Confidential Agreements under these circumstances. Fed. R. Civ. P. 26 (“The court may, for good cause, issue an order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including . . . requiring that . . . confidential research, development, or commercial information not be revealed or be revealed only in a specified way”).

19. Bankruptcy Code Section 107 and Federal Rule of Bankruptcy Procedure 9018 likewise authorize the Court to issue orders to protect “any entity” with respect to “confidential research, development, or commercial information”. Fed. R. Bank. P. 9018 (“On motion or on its own initiative, with or without notice, the court may make any order which justice requires (1) to protect the estate or any entity in respect of a trade secret or other confidential research, development, or commercial information”); 11 U.S.C. 107 (“On request of a party in interest, the bankruptcy court shall, and on the bankruptcy court’s own motion, the bankruptcy court may—(1) protect an entity with respect to a trade secret or confidential research, development, or commercial information . . .”); *see also, e.g., In re Phenomenon Mktg. & Ent., LLC*, No. 2:22-bk-10132-ER, 2023 Bankr. LEXIS 138, at \*8 (Bankr. C.D. Cal. Jan. 20, 2023) (“Protection under § 107 is mandatory upon a showing that the information at issue falls within a protected category”).

20. Consistent with those rules -- and the inherent authority to manage proceedings and discovery -- courts are invested with broad discretion to protect confidential information. *E.g., Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 36 (1984) (courts possess “broad discretion to decide



when a protective order is appropriate and what degree of protection is required” and are accordingly afforded “substantial latitude to fashion protective orders”); *see also, e.g., BioNTech SE v. CureVac, SE*, Civil Action No. 2:23-cv-0222 (JKW-DEM), 2024 U.S. Dist. LEXIS 134789, at \*14 (E.D. Va. July 30, 2024) (“Courts in this Circuit routinely seal documents that contain a party’s confidential and commercially sensitive internal business information, including confidential business communications and confidential information about transactions and strategy”); *Coleman Co. Inc. v. Team Worldwide Corp.*, No. 2:20-CV-351-RGD, 2021 U.S. Dist. LEXIS 259172, 2021 WL 9181925, at \*1 (E.D. Va. Dec. 2, 2021) (sealing party’s “commercially sensitive, confidential and/or proprietary information, including the material terms of licenses and settlement agreements with third parties”).

21. Because settlement agreements and similar contracts represent prototypical examples of confidential and commercially sensitive information, courts within the Fourth Circuit routinely order such agreements shielded from public disclosure via protective order. *E.g., Oakridge Assocs., LLC v. Auto-Owners Ins. Co.*, No. 3:10-CV-145-DCK, 2010 U.S. Dist. LEXIS 107041, at \*7 (W.D.N.C. Sep. 23, 2010) (“Guided by Fourth Circuit precedent, the Court finds that Plaintiff’s legitimate interest in the confidentiality of the Settlement Agreement can be preserved by a protective order”) (citing *Virmani v. Novant Health Inc.*, 259 F.3d 284, 288 n.4 (4th Cir. 2001)); *USAA Cas. Ins. Co. v. Smith*, No. 1:10CV115, 2012 U.S. Dist. LEXIS 38446, at \*18 (N.D.W. Va. Mar. 21, 2012) (Discovery requests “that require divulgence of confidential information, including the Settlement Agreement itself, may be subject to a protective order . . . that limits disclosure to counsel, the parties, their insurers, and experts for this litigation only.”); *Therapia Staffing, LLC v. Quality Bus. Sols., LLC*, Civil Action No. 6:19-cv-01510-DCC, 2021 U.S. Dist. LEXIS 263933, at \*6-7 (D.S.C. May 12, 2021) (“the settlement amount and specific

terms of the Confidential Settlement Agreement are confidential nonpublic business information” warranting sealing); *Oppenheimer v. Episcopal Communicators, Inc.*, No. 1:19-cv-00282-MR, 2020 U.S. Dist. LEXIS 146398, at \*12 (W.D.N.C. Aug. 14, 2020) (“Because a protective order has been entered in this matter, the confidentiality of the settlement agreements will remain protected”).

22. Accordingly, the Court should protect the Confidential Agreements, which: (1) reflect commercially sensitive transactions executed between Liberty and Debtor; (2) are protected by the strict confidentiality provisions quoted above, which demonstrate the commercially sensitive and confidential nature of the Agreements; and, (3) to Liberty’s knowledge, have not been disclosed publicly in the decades since their execution, which further corroborates their confidential and sensitive nature.

23. Consistent with the approach implemented by courts within the Fourth Circuit and elsewhere, Liberty’s Proposed Protective Order allows for the production and use of the Confidential Agreements while safeguarding their confidentiality. *Id.*; *see also, e.g., In re Blue Water Land Dev., LLC*, Nos. 08-00842-8-JRL, 08-00856-8-JRL, 2008 Bankr. LEXIS 2323, at \*5 (Bankr. E.D.N.C. Sep. 4, 2008) (ordering production of settlement agreement but providing that “its use and disclosure shall be strictly limited to counsel in these cases, with the proviso that it may be shared with the mediator if any party deems it necessary”); *Allergan, Inc. v. Teva Pharm.*, 2017 U.S. Dist. LEXIS 4543, \*4 (E.D. Tex. 2017) (“Settlement and license agreements are frequently the subjects of discovery requests . . . Courts have frequently ordered the production of such agreements, subject to appropriate guarantees of confidentiality”) (collecting cases).

24. There is no downside to entry of Liberty’s Proposed Protective Order. Instead, it

balances the various interests at stake and ensures a smooth and fair discovery process with respect to the Stay Motion and these proceedings more generally.

#### **IV. CONCLUSION.**

25. In sum, the Court is empowered to enter Liberty's Proposed Protective Order. Respectfully, it should do so in order to vindicate Liberty's legitimate interest in maintaining the confidentiality of the commercially sensitive Confidential Agreements and related information, in accordance with with the confidentiality requirements embedded therein. And, even if the Court does not adopt Liberty's Proposed Protective Order in its current form, Liberty requests that the Court issue an order acceptable to the Court that maintains the confidentiality of the Confidential Agreements and related information.

**WHEREFORE**, Liberty respectfully requests the Court grant its Motion for Entry of a Protective Order and adopt the Protective Order attached as Exhibit A.

Date: September 9, 2024

Respectfully submitted,

/s/ Douglas M. Foley

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*Counsel for Liberty Mutual Insurance Company*

**CERTIFICATE OF CONFERRAL**

As set forth herein and in the attached Exhibit B, Liberty Mutual Insurance Company’s counsel conferred with Debtor’s counsel with respect to the need for a protective order and/or confidentiality agreement beginning on August 21, 2024. As described above, on Tuesday, September 3, 2024, Debtor’s Counsel advised Liberty that one or more of the Requesting Parties did not agree to execution of a confidentiality agreement in the form proposed by Debtor, and advised that Liberty should “should plan to attend the September 10 hearing to protect its interests and take whatever other relief it deems appropriate”. Liberty has been attempting to reach Debtor’s counsel since September 4 to discuss this Motion and the Proposed Protective Order, but Liberty has not received a substantive response to date. Liberty’s counsel shared a draft of the Protective Order with Debtor’s counsel on September 6, seeking to elicit Debtor’s agreement to this motion which was obtained.

/s/Douglas M. Foley

**CERTIFICATE OF SERVICE**

I hereby certify that on September 9, 2024, a true copy of the foregoing Notice of Appearance and Request for Notices was filed with the Clerk of the Court using the CM/ECF system, which will send a notification of electronic filing (NEF) to all creditors and parties in interest.

/s/ Douglas M. Foley

# Exhibit A

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

In re:	)	)	
HOPEMAN BROTHERS, INC.	)	)	Chapter 11
Debtor.	)	)	Case No. 24-32428
	)	)	
	)	)	
	)	)	

**[PROPOSED] CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**

This Confidentiality and Protective Order (“Order”) shall govern the production, review, disclosure, and handling of three agreements executed between Liberty Mutual Insurance Company (“Liberty”) and Hopeman Brothers, Inc. (the “Debtor”) and related entities -- (1) Agreement for Defense and Indemnity Between Liberty Mutual Insurance Company and The Hopeman Brothers Company, dated March 22, 1990; (b) Settlement Agreement and Release Between Hopeman Brothers, Inc. and Liberty Mutual Insurance Company, dated March 21, 2003; and (c) Indemnification and Hold Harmless Agreement Between Hopeman Brothers, Inc. and Liberty Mutual Insurance Company, dated March 21, 2003 (collectively, the “Confidential Agreements”) -- along with any documents and/or correspondence related to the Confidential Agreements (collectively, the Confidential Agreements and related documents and/or correspondence are referenced as “Protected Material”) by any person or entity (each a “Party” and, collectively, the “Parties”) in connection with the above-captioned chapter 11 case (the “Chapter 11 Case”) of the Debtor.

**I. SCOPE AND LIMITATIONS.**

This Order applies to the disclosure, handling, and use of Protected Material in the Chapter 11 Case and related proceedings, including, but not limited to, any and all: hearings before the Bankruptcy Court; informal discovery; formal discovery in connection with any contested matter; discovery under Rule 2004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and materials produced, provided, or made available on a voluntary basis.

The protections conferred by this Order cover not only Protected Material, but also: (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Order do not cover the following information, whether or not it is Protected Material: (a) any information that is in the public domain at the time of disclosure to the Receiving Party (as defined below); and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality.

**II. DURATION.**

Even after Debtor’s emergence from the Chapter 11 Case, the confidentiality obligations imposed by this Order shall remain in effect unless and until an order entered by the Bankruptcy Court directs otherwise. The Debtor’s emergence from the Chapter 11 Case shall not relieve the Parties from their responsibility to maintain the confidentiality of Protected Material pursuant to this Order, and the Bankruptcy Court shall retain jurisdiction to enforce the terms of this Order.

**III. DESIGNATION OF PROTECTED MATERIAL.**

Any Party that produces, provides, or makes available Protected Material (a “Producing

Party”) must designate Protected Material as “Confidential”. With respect to Protected Material produced in documentary form (*e.g.*, paper or electronic documents or records, but excluding transcripts of depositions or other pretrial or trial proceedings), the Producing Party shall affix the legend “CONFIDENTIAL” to each page that contains Protected Material.

With respect to testimony given in deposition or in other pretrial or trial proceedings that concerns Protected Material, such testimony must be designated “CONFIDENTIAL” as appropriate by the person using such Protected Material by: (1) stating so orally on the record and requesting that the relevant portion(s) of testimony is so designated; or (2) providing written notice within fourteen (14) days of receipt of the final transcript from the court reporter that the relevant portion(s) of such transcript or recording of a deposition thereof is so designated, except in the event that a hearing on related issues is scheduled to occur within fourteen (14) days, in which case the foregoing fourteen (14) day period will be reduced to seven (7) business days. Until expiration of the aforesaid designation period, as applicable, following receipt of the transcript by the Parties, all deposition transcripts and recordings shall be considered and treated as Protected Material. A document previously designated as Protected Material that is marked as an exhibit during a deposition shall be treated as so designated at all times, regardless of whether the document/exhibit has been so marked by the court reporter.

Extracts, summaries, compilations, and descriptions of Protected Material and notes, electronic images, or databases containing Protected Material (“Derivative Information”) shall be treated as Protected Material in accordance with the provisions of this Order to the same extent as the Protected Material or information from which such Derivative Information is made or derived.



**IV. ACCESS TO AND USE OF PROTECTED MATERIAL.**

**4.1 Use of Protected Material.**

A Party that receives Protected Material from the Producing Party (a “Receiving Party”) may use such Protected Material solely for the purposes of the Chapter 11 Case and not for any other purpose, including any other litigation or judicial proceedings, or any business, competitive, governmental, commercial, or administrative purpose or function. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in Section 4.2 of this Order. When the Debtor emerges from Bankruptcy, a Receiving Party must comply with the provisions of Section X below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

**4.2 Disclosure of Protected Material.**

Unless otherwise ordered by the Bankruptcy Court, a Receiving Party may disclose any Protected Material only to: (a) the officers, directors, employees, and counsel of the Receiving Party to whom disclosure is reasonably necessary for purposes of the Chapter 11 Case; and (b) where the Receiving Party is an Official Committee, its members and counsel and/or advisors that are retained by the Official Committee or its members, only to the extent that disclosure to such individuals is reasonably necessary for purposes of the Chapter 11 Case.

**4.3 Filing or Submitting Protected Material To Court.**

A Party may not file in the public record any Protected Material. A Party that seeks to file any Protected Material with the Bankruptcy Court must file such Protected Material under seal in accordance with the Federal Rules, the Bankruptcy Rules, the Local Rules, and the individual practice rules of the Bankruptcy Court.

All Protected Material for which a Party is requesting permission to file under seal (“Sealed Documents”) pursuant to this Order, shall be filed in unredacted form in conformity with the sealing procedures set by the Clerk of the Bankruptcy Court. Such Sealed Documents shall be released by the Clerk of the Bankruptcy Court only upon further order of the Bankruptcy Court.

**4.4 Use of Protected Material in Open Court.**

As part of any pretrial conference or any meet-and-confer regarding the use of exhibits in any evidentiary hearing, and at least 72 hours prior to the use of any Protected Material at trial or any hearing to be held in open court, counsel for any Party who desires to offer or use such Protected Material at trial or any hearing to be held in open court shall attempt to meet and confer in good faith with the Debtor and Liberty Mutual, together with any other Parties who have expressed interest in participating in such meet-and-confer to discuss ways to redact the Protected Material so that the material may be offered or otherwise used by any party, in accordance with the provisions of the Bankruptcy Code and Bankruptcy Rules. If the Parties are unable to resolve a dispute related to such Protected Material, then the Party who desires to offer or use such Protected Material at trial or any hearing to be held in open court bears the burden of requesting relief from the Bankruptcy Court and, in the absence of such relief, such Protected Material shall not be offered or otherwise used at trial or any hearing held in open court.

**V. PROTECTED MATERIAL DEMANDED, SUBPOENAED, OR ORDERED PRODUCED IN OTHER PROCEEDINGS.**

If a Receiving Party is served with a subpoena or a court order issued in other proceedings that compels disclosure of any Protected Material, that Party must:

- (a) promptly notify in writing the Debtor and Liberty Mutual. Such notification shall include a copy of the subpoena or court order;

- (b) promptly notify in writing the party who caused the subpoena or order to issue in the other proceeding that some or all of the material covered by the subpoena or order is subject to this Order. Such notification shall include a copy of this Order; and
- (c) cooperate with respect to all reasonable procedures sought to be pursued by Liberty Mutual.

If any person or entity who is not a Party to this Order requests or demands any Protected Material from any Receiving Party (including any Receiving Party's counsel or representative) – via a formal discovery request or otherwise -- the Party or representative receiving such request or demand shall promptly notify the other Parties and Liberty Mutual as soon as practicable and provide copies of any writings or documents relating to such request or demand. The recipient of the demand or request shall, to the extent reasonably practicable and legally permissible, cooperate with Liberty Mutual to undertake the necessary steps to assert such applicable privileges, immunities, and rights to protect the confidentiality of the Protected Material. Liberty Mutual shall bear all costs associated with doing so, including the costs incurred by the recipient in taking any necessary steps.

If Liberty Mutual timely seeks a protective order within five (5) business days of its receipt of the demand regarding the Protected Material that is requested or demanded as described in this Section V, the Party subject to the subpoena, order, request or demand shall not produce any Protected Material before adjudication of its request for a protective order, unless the Party has obtained the Liberty Mutual's permission. Liberty Mutual shall bear the burden and expense of seeking protection in that Court of its confidential material. Nothing in this Order should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

**VI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately: (a) notify in writing the Debtor and Liberty Mutual of the unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized copies of the Protected Material; (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order; and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A. Disclosure of Protected Material other than in accordance with the terms of this Order may subject the disclosing person to such sanctions and remedies as the Bankruptcy Court may deem appropriate.

**VII. DEPOSITIONS.**

**7.1 Presence of Persons During Deposition Testimony.**

Anyone who attends a deposition is subject to the provisions of this Order with respect to such deposition. When Protected Material is elicited during a deposition, persons not entitled to receive such information under the terms of this Order shall, upon request, be excluded from the portion of the deposition so designated.

**7.2 Responsibilities And Obligations Of Court Reporters.**

In the event that testimony is designated as Protected Material, the court reporter, who shall first have agreed to abide by the terms of this paragraph, shall be instructed to include on the cover page of each such transcript the legend, “This transcript portion contains information subject to a Protective Order and shall be used only in accordance therewith,” and each page of the transcript shall include the legend “CONFIDENTIAL”, as appropriate. If the deposition is recorded, the recording shall also be subject to the same level of confidentiality as the transcript

and include the legend “CONFIDENTIAL,” as appropriate, if any portion of the transcript itself is so designated.

### **XIII. MISCELLANEOUS.**

#### **8.1 Right to Further Relief.**

Nothing in this Order abridges the right of any person to seek its modification by the Bankruptcy Court in the future, including as this Order applies to any particular contested matter or that any information designated as Confidential is entitled to such designation.

#### **8.2 Right to Assert Other Objections.**

Nothing in this Order waives any right by a Party or other entity that it otherwise would have to object to the disclosure or production of any information or item on any ground other than confidentiality, including, but not limited to, assertion of the attorney-client privilege or work product doctrine. Similarly, no Party or other entity waives any right to object on any ground to the use in evidence of any of the material covered by this Order.

#### **8.3 Continuing Applicability Of Order.**

The provisions of this Order shall survive the Debtor’s emergence from Bankruptcy for any retained Protected Material. The Debtor’s emergence from Bankruptcy shall not relieve the Parties from their responsibility to maintain the confidentiality of Protected Material pursuant to this Order, and the Bankruptcy Court shall retain jurisdiction to enforce the terms of this Order.

#### **8.4 Obligations Of Parties.**

Nothing herein shall relieve a Party of its obligations under the Federal Rules, Bankruptcy Rules, Local Rules, any existing joint defense or common interest agreements, or under any future stipulations and orders, regarding the production of documents or the making of timely responses to Discovery Requests in connection with any dispute or the Chapter 11 Case.

**8.5 Advice Of Counsel.**

Nothing herein shall prevent or otherwise restrict counsel from rendering advice to their clients in connection with the Chapter 11 Case and, in the course thereof, relying on examination of Protected Material; provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make specific disclosure of any information in any manner that is inconsistent with the restrictions or procedures set forth herein.

**8.6 Enforcement.**

The provisions of this Order constitute an Order of this Court and violations of the provisions of this Order are subject to enforcement and the imposition of legal sanctions in the same manner as any other Order of the Bankruptcy Court.

**X. FINAL DISPOSITION.**

Within 90 days after the conclusion of the Debtor's emergence from Bankruptcy, unless otherwise ordered by the Bankruptcy Court, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, Derivative Information, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party by the 90 day deadline that: (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed; and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, the Parties' respective outside counsel ("Outside Counsel") are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal

memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. A Receiving Party's obligations under this paragraph shall not require the destruction or return of Protected Material by Outside Counsel that is stored on backup storage or in archiving solutions made in accordance with regular data backup procedures for disaster recovery or litigation hold, provided that Outside Counsel maintains the confidentiality thereof in accordance with this Order. If a Receiving Party chooses to take all commercially reasonable steps to destroy, rather than return, documents in accordance with this paragraph, that Receiving Party shall, if requested by the Producing Party, verify such destruction in writing to counsel for the Producing Party. Notwithstanding anything in this paragraph, to the extent that the information in the Protected Material remains confidential, the terms of this Order shall remain binding.

Richmond, Virginia, this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

**Bankruptcy Judge Keith L. Phillips**

**\*\*END OF ORDER\*\***

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE  
BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Confidentiality and Protective Order that was issued by the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) on \_\_\_\_\_ in the chapter 11 case of Hopeman Brothers, Inc. (Case No. 24-32428) (the “Order”). I agree to comply with and to be bound by all the terms of the Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to the Order to any person or entity except in strict compliance with the provisions of the Order. I further agree to submit to the jurisdiction of the Bankruptcy Court for the purpose of enforcing the terms of this Confidentiality and Protective Order, even if such enforcement proceedings occur after termination of the Chapter 11 Case (as defined in the Order).

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_



# **Exhibit B**

**CAPLIN & DRYSDALE, CHARTERED**  
Kevin C. Maclay (*pro hac vice* to be filed)  
Todd E. Phillips (*pro hac vice* to be filed)  
Jeffrey A. Liesemer (VSB No. 35918)  
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*Proposed Special Insurance Counsel for the Official Committee of Unsecured Creditors*

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

In re:

HOPEMAN BROTHERS, INC.,  
  
Debtor.

Chapter 11

Case No. 24-32428 (KLP)

**THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS’  
FIRST SET OF INTERROGATORIES AND  
REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEBTOR**

In accordance with Rules 26, 33, and 34 of the Federal Rules of Civil Procedure (“**Civil Rules**”), made applicable by Rules 7026, 7033, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure (“**Bankruptcy Rules**”), and Rule 7026-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia (“**Local Rules**”), the Official Committee of Unsecured Creditors (“**Committee**”) of Hopeman Brothers, Inc. (“**Debtor**”) hereby requests that the Debtor serve written answers under oath to the interrogatories set forth below

(collectively, the “**Interrogatories**,” and individually, an “**Interrogatory**”) and produce the Documents requested below (collectively, “**Requests**,” and individually, each a “**Request**”) for inspection and copying at the offices of Caplin & Drysdale, Chartered, 1200 New Hampshire Avenue, NW, 8th Floor, Washington, DC 20036 and Morgan, Lewis & Bockius LLP, 1717 Main Street, Suite 3200, Dallas, TX 75201 by **August 23, 2024**, or at such other time and place as may be ordered by the Court or agreed to by the Committee and the Debtor.

The written answers in response to the Interrogatories herein shall be made and the Documents responsive to these Requests shall be produced, each in accordance with the Civil Rules, the Bankruptcy Rules, the Local Rules, and the Procedures for Complex Chapter 11 Cases in the Eastern District of Virginia (“**Complex Case Procedures**”), and the definitions and instructions set forth below.

### **DEFINITIONS**

All terms defined herein shall apply to the Instructions and Requests set forth below.

1. “**Affiliate**” means an “affiliate” (as defined in 11 U.S.C. § 101(2)) of, or any predecessor of, the Debtor.
2. “**Asbestos**” shall include all asbestos or asbestiform minerals of either the amphibole or serpentine group, including chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite.
3. “**Asbestos-Containing Product**” is an inclusive term that includes mined Asbestos; crude Asbestos; processed Asbestos; Asbestos compounds; materials and products containing Asbestos, including industrial compounds, or pharmaceutical, cosmetic, or hygiene products. “Asbestos-Containing Product” is not limited with respect to product type or form and includes all product types and forms.

4. An “**Asbestos Claim**” means any formal or informal lawsuit, workers’ compensation claim, legal process, civil action, demand letter, notice of claim, proof of claim, or any similar assertion advanced by an individual (or an individual’s personal representative) alleging bodily injuries or wrongful death caused by exposure to Asbestos or Asbestos-Containing Products. “Asbestos Claim” includes any claim or demand ever asserted regardless of how such claim was resolved (by settlement, dismissal, or otherwise) and regardless of whether such claim resulted in the filing of a civil lawsuit by the claimant.

5. “**Communication**” means any transmittal of information, whether internal or external to Defendants, and encompasses every medium of transmittal, including all inquiries, discussions, conversations, negotiations, agreements, understandings, meetings, telephone conversations, letters, notes, telegrams, correspondence, memoranda, emails, facsimile transmissions, or other form of verbal, written, mechanical, or electronic disclosure, in Your actual or constructive control or custody or in the control or custody of any of Your current or former Affiliates, representatives, or advisors.

6. The words “**concerning,**” “**relate to,**” “**related to,**” “**relating to,**” “**refer to,**” “**referring to,**” “**pertain to,**” and “**pertaining to,**” when used in any of the Requests, mean recording, summarizing, digesting, referencing, commenting on, describing, evidencing, reporting, listing, analyzing, studying, or otherwise discussing or mentioning in any way, in whole or in part, a subject matter identified in the Request.

7. “**Documents**” mean all materials within the full scope of Federal Rule of Civil Procedure 34 and Federal Rule of Evidence 1001, including: all writings and recordings, including the originals and all non-identical copies, and all drafts thereof, whether different from the original by reason of any notation made on such copies or otherwise (including e-mail and attachments, correspondence, memoranda, notes, diaries, minutes, statistics, letters, telegrams, receipts, returns,

summaries, pamphlets, books, interoffice and intraoffice Communications, offers, notations of any sort of conversations, working papers, applications, permits, file wrappers, indices, telephone calls, meetings, printouts, teletypes, telefax, invoices, worksheets, and all drafts, alterations, modifications, changes, and amendments of any of the foregoing), graphic or aural representations of any kind (including photographs, charts, microfiche, microfilm, videotape, recordings, motion pictures, plans, drawings, surveys), and electronic, mechanical, magnetic, optical, or electronic records or representations of any kind (including computer files and programs, tapes, cassettes, discs, recordings, and metadata). For the sake of clarity, Documents shall include Communications.

8. “**Former D&Os**” refers to the former officers and directors of the Debtor, Wayne, or both.

9. “**Identify**” means, with respect to a person, to give, to the extent known, the person’s full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment. Identify means, with respect to a Document, to give, to the extent known, the (i) type of Document; (ii) general subject matter; (iii) date of Document; (iv) author(s), addressee(s), and recipient(s); and (v) if produced, the Bates number.

10. “**Insurers**” has the same meaning as that term is defined in the Motion to Stay.

11. “**Lascell Declaration**” means the *Declaration of Christopher Lascell in Support of Chapter 11 Petition and First Day Pleadings of Hopeman Brother, Inc.*, filed in the bankruptcy case No. 24-32428 (Bankr. E.D. Va.), at Docket No. 8, on June 30, 2024.

12. “**LMIC**” means Liberty Mutual Insurance Company.

13. “**Motion to Stay**” means the *Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor*

*Defendants*, filed in the bankruptcy case No. 24-32428 (Bankr. E.D. Va.), at Docket No. 7, on June 30, 2024.

14. “**Policy**” means any liability policy issued to the Debtor or Wayne or under which the Debtor or Wayne has any rights, providing coverage for any time period, that do not include an absolute or total asbestos exclusion, including any liability policy that comprises the Debtor’s and/or Wayne’s “liability insurance program.” Lascell Decl. ¶ 30.

15. A Document is in the “**possession, custody, or control**” of a person or entity if such person or entity has the legal right or practical ability to obtain the Document, regardless of its source or present location.

16. “**Protected Parties**” has the same meaning as that term is defined in the Motion to Stay.

17. “**State the basis**” means to (i) identify the dates of exposure attributed to the Debtor by each claimant that received payment, (ii) identify each claimant’s proof as to how the Debtor injuriously exposed him or her to asbestos, and (iii) explain why the payment made to each claimant was subject to an aggregate limit of liability in the Liberty Mutual Insurance Company policy or policies under which payment was made.

18. “**US Joiner**” means US Joiner LLC.

19. “**Wayne**” means Wayne Manufacturing Corporation, the former subsidiary of the Debtor.

20. “**Wellington Agreement**” means the Agreement Concerning Asbestos-Related Claims that the Debtor entered into in or around June 1985.

21. The words “**You**” and “**Your**” and variants thereof refer to the Debtor.

## INSTRUCTIONS

The preceding Definitions apply to each of these Instructions, and for purposes of these Interrogatories and Requests, the following Instructions shall be followed:

1. All responses to the Interrogatories and Requests shall comply with the requirements of the Civil Rules, the Bankruptcy Rules, the Local Rules, and the Complex Case Procedures, including producing the requested Documents as they are kept in the usual course of business or organized and labeled to correspond with the categories in the Requests.

2. Unless otherwise indicated, the Documents requested to be produced herein include all Documents in Your possession, custody, or control or the possession, custody, or control of anyone acting on Your behalf. This includes Documents in the possession, custody, or control of each of Your counsel, representatives, agents, servants, employees, experts, investigators, or consultants and, unless otherwise privileged, their counsel, representatives, agents, servants, employees, experts, investigators, or consultants, wherever those Documents and materials are maintained.

3. You must produce the original and all non-identical copies of Documents, including drafts and copies upon which notations or additional writings have been made. A Document with handwritten, typewritten, or other recorded notes, editing marks, etc., is not and shall not be deemed identical to one without such modifications, additions, or deletions. The term “original” includes the file copy and copies of any document if there is no actual original or ribbon copy. If You are not able to produce the original of any document, please produce the best available copy and all non-identical copies, including drafts.

4. Documents not otherwise responsive to these Requests should be produced: (i) if such Documents mention, discuss, refer to, explain, or concern one or more Documents that are responsive to these Requests; (ii) if such Documents are attached to, enclosed with, or accompany Documents that are responsive to these Requests; or (iii) if such Documents constitute routing slips, transmittal

memoranda or letters, comments, evaluations, or similar materials that relate to Documents that are responsive to these Requests.

5. If any requested Document or other Document potentially responsive to these Requests is withheld for any reason, including under any claim of privilege, including the attorney-client privilege and attorney work product doctrine, You must provide a privilege log for those documents.

6. If a Document sought herein was at one time, but is no longer, in Your actual or constructive possession, custody, or control, state whether it: (i) is missing or lost; (ii) has been destroyed; (iii) has been transferred to others; or (iv) has been otherwise disposed of. In each instance, identify the Document, state the time period during which it was maintained, state the circumstance and date surrounding authorization for such disposition, identify each person having knowledge of the circumstances of the disposition, and identify each person who had possession, custody, or control of the Document.

7. If any requested Document or other Document potentially responsive to these Requests are subject to destruction under any document retention or destruction program, the Document(s) should be exempted from any scheduled destruction and should not be destroyed unless otherwise permitted by the Court.

8. If Documents stored electronically have been “deleted” from a computer, but are still retrievable in some form, any such responsive Documents shall be retrieved and produced, either in hard copy or a readily readable electronically recorded form.

9. Documents sought herein shall not contain redactions unless such redactions are made to protect information subject to the attorney-client privilege and/or work-product doctrine. In the



event any Documents are produced with redactions, You must provide a privilege log for those Documents.

10. These Interrogatories and Requests are not intended to be duplicative. All Requests should be responded to fully and to the extent not covered by other Requests.

11. The singular includes the plural and vice versa, except as the context may otherwise require; any request propounded in the present tense shall also be read as if propounded in the past tense and vice versa; reference to any gender includes the other gender; the words “and” and “or” shall be construed as either conjunctive or disjunctive in such manner as will broaden as widely as possible the scope of any request for production; the word “all” means “any and all”; the word “any” means “any and all.” The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless otherwise stated: (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified; (ii) any reference herein to any person or entity shall be construed to include such person’s or such entity’s successors and assigns; (iii) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to these Requests in their entirety and not to any particular portion hereof; and (iv) the words “assets” and “properties” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any

ambiguity in a Request shall be construed to bring within the scope of the Request all responses that otherwise could be construed to be outside of its scope.

12. If an objection is made to any Interrogatory or Request, state Your objection and the ground or grounds with particularity in Your written response. Any ground not stated will be waived. If an objection is made only to part of the Interrogatory or Request, identify that part in Your written response and state Your objection and the grounds therefor. An objection to any Request shall indicate: (i) if there are responsive Documents that are withheld on the basis of Your objection; and (ii) if there are no responsive Documents that have been withheld on the basis of Your objection.

13. These Interrogatories and Requests are continuing, to the full extent required or permitted under the Bankruptcy Rules. If, after producing the requested Documents, You obtain or become aware of any further information or Documents responsive to these Requests, You are required to produce such additional Documents. Supplemental responses should be served within fourteen (14) days after such information or Documents become known to You. If, after responding to the Interrogatories, You obtain or become aware of any information not previously disclosed that is responsive to one or more of these Interrogatories, You are required to supplement such Interrogatories. Supplemental Interrogatory responses should be served within fourteen (14) days after such information becomes known to You.

14. If any part of these Interrogatories or Requests cannot be responded to in full, respond to the extent possible, specifying the reason(s) for Your inability to respond to the remainder, and stating whatever information or knowledge You have concerning the portion to which You do not respond.

15. If any privilege is claimed as a ground for not answering any Interrogatory in full, provide all the information required by Rule 26(b)(5) of the Civil Rules.

16. The fact that an investigation is continuing or that discovery is incomplete shall not be a justification for failing to respond to these Interrogatories or Requests based on the knowledge or information that You possess at the time You respond to these Interrogatories or Requests. If an investigation is continuing or discovery is not complete with respect to the matter inquired into by any Interrogatory or Request, so state in Your response to that Interrogatory or Request.

17. If the identity of Documents responsive to a Request or if any information responsive to an Interrogatory is not known, then that lack of knowledge must be specifically indicated in writing. If any information requested by an Interrogatory or Request is not in Your possession but is known or believed to be in the possession of another person or entity, then identify that person or entity and state the basis of Your belief or knowledge that the requested information is in such person's or entity's possession.

### **INTERROGATORIES**

1. Identify each natural person likely to have discoverable information regarding the Motion to Stay and each natural person You intend to call as a fact witness at any hearing on the Motion to Stay. For each such person, state the subject matters for which that person is likely to have discoverable information and/or serve as a fact witness.

2. Identify all Policies that You contend are property of the Debtor's estate.

3. Identify each payment that contributed to the alleged "exhaust[ion]" of the "primary layer . . . insurance Hopeman purchased from LMIC." Lascell Decl. ¶ 34.

4. State the basis of your answer to Interrogatory No. 3 and Identify all natural persons whom you contend have knowledge of any of those facts.

5. Identify each payment that contributed to the alleged “exhaust[ion]” of the “excess layer . . . insurance Hopeman purchased from LMIC.” Lascell Decl. ¶ 34.

6. State the basis of your answer to Interrogatory No. 5 and Identify all natural persons whom you contend have knowledge of any of those facts.

7. Explain why Debtor “released” “all of the primary layer and excess insurance that Hopeman purchased from LMIC,” Lascell Decl. ¶ 34, and Identify all natural persons whom you contend have knowledge of any of those facts.

8. State all facts you contend support Your assertion that “[n]ow that asbestos plaintiffs’ lawyers are unable to assert claims against the Debtor by virtue of the automatic stay, there is a legitimate risk they will turn even more attention to the Protected Parties in part to gain access to any available insurance,” Motion to Stay ¶ 17, and Identify all natural persons whom you contend have knowledge of any of those facts.

9. State all facts you contend support Your assertion that “actions against Protected Parties will deplete the Debtor’s insurance coverage . . . reducing shared insurance and undercutting a principal asset of the estate,” Motion to Stay ¶ 25, and Identify all natural persons whom you contend have knowledge of any of those facts.

10. State all facts you contend support Your assertion that “the asbestos-related actions against the Protected Parties that the Debtor seeks to stay by this Motion are the exact same claims as, and are identical and co-extensive in every respect to, those claims that have been asserted or may be asserted against the Debtor. The claims involve the same plaintiffs, the same products, the same time periods, and the same liability and damage allegations. Accordingly, such claims brought against the Protected Parties are tantamount to claims against the Debtor,” Motion to Stay ¶ 26, and Identify all natural persons whom you contend have knowledge of any of those facts.

11. State all facts you contend support Your assertion that “Wayne, the Former D&Os and the Debtor are each covered for asbestos-related claims under various shared insurance policies. The right to coverage under these insurance policies is property of the Debtor’s estate, and prosecution of a claim against a Protected Party would diminish proceeds available to the Debtor, thereby reducing assets available to the bankruptcy estate,” Motion to Stay ¶ 30, and Identify all natural persons whom you contend have knowledge of any of those facts.

**DOCUMENTS REQUESTED**

1. All Policies or secondary evidence of such Policies.
2. All coverage charts or other graphic depictions of the Policies.
3. All Documents relating to any exhaustion or erosion of the Policies (including any summaries thereof).
4. All Documents reflecting any graphical representation, summaries, or databases of the Policies.
5. All Documents relating to any alleged settlement or release agreements between or among the Debtor and any insurer or insurers relating to any coverage, including coverage for Asbestos Claims, under any Policy.
6. All Documents relating to any buybacks of Policies (or negotiations to buy back Policies) between or among the Debtor and any insurer or insurers relating to any coverage, including coverage for Asbestos Claims.
7. All Documents relating to “various agreements” the Debtor entered into “with certain Insurers to address the Asbestos-Related Claims,” including the Wellington Agreement. Lascell Decl. ¶ 32.
8. All Documents relating to any “bilateral insurance settlement agreements, called ‘coverage-in-place’ agreements,” or other contractual payment arrangements, all between or among

the Debtor and any insurer or insurers, that relate to any Policy or Policies, including copies of the agreements or contracts themselves.

9. All Documents and Communications relating to the assertion in paragraph 34 of the Lascell Declaration: “As a result of such agreements and payments, all of the primary layer and excess insurance that Hopeman purchased from LMIC is exhausted and released, such that only excess insurance from certain other Insurers remains available to pay the Asbestos-Related Claims.”

10. All Communications between the Debtor and its insurers relating to the alleged “exhaust[ion]” of “all of the primary layer and excess insurance that Hopeman purchased from LMIC.” Lascell Decl. ¶ 34.

11. All Documents and Communications relating to the decision to “release” “all of the primary layer and excess insurance that Hopeman purchased from LMIC.” Lascell Decl. ¶ 34.

12. All Documents relating to any dispute the Debtor had or may have had with LMIC as to the purported exhaustion of its coverage, including any Documents relating to any dispute pertaining to characterization of claims and/or whether the claims asserted against the Debtor and/or Wayne were subject to any aggregate limit of liability found in any LMIC Policy.

13. All Communications between the Debtor and its excess insurers (other than LMIC) regarding whether the Asbestos Claims asserted against the Debtor are subject to the aggregate limits of liability found in any Policy.

14. All Communications between the Debtor and its insurers relating to the classification of Asbestos Claims as products or completed operations.

15. All Documents evidencing the identity of each of the Insurers.

16. All Documents evidencing the identity of each of the Former D&Os.

17. All Documents evidencing the identity of each of the Protected Parties.

18. All Documents evidencing Wayne's interest in any of the Policies.
19. All Documents evidencing the Former D&Os' interest in any of the Policies.
20. All Documents that allegedly or purportedly grant the Insurers, the Former D&Os, or any other entity or individual indemnification rights or claims against the Debtor.
21. All complaints in the actions listed on Exhibit 1 to the Motion to Stay.
22. All Documents that You intend to use in connection with any hearing or trial in connection with the Motion to Stay, whether or not You intend to introduce such Documents into evidence.
23. All Documents supporting or purporting to support Your contention that “[n]ow that asbestos plaintiffs’ lawyers are unable to assert claims against the Debtor by virtue of the automatic stay, there is a legitimate risk they will turn even more attention to the Protected Parties in part to gain access to any available insurance.” Motion to Stay ¶ 17.
24. All Documents supporting or purporting to support Your contention that “the asbestos related actions would seek to recover from the insurance policies that provide shared coverage to the Debtor, Wayne and the Former D&Os. As 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. While claimants are unable to pursue the Direct Action Lawsuits and any new asbestos-related actions against the Debtor because of the automatic stay, absent the relief requested herein, they can continue to pursue the Direct Action Lawsuits and asbestos-related actions against the Protected Parties, reducing shared insurance and undercutting a principal asset of the estate.” Motion to Stay ¶ 25.
25. All Documents supporting or purporting to support Your contention that “the asbestos-related actions against the Protected Parties that the Debtor seeks to stay by this Motion are the exact same claims as, and are identical and co-extensive in every respect to, those claims that have

been asserted or may be asserted against the Debtor. The claims involve the same plaintiffs, the same products, the same time periods, and the same liability and damage allegations. Accordingly, such claims brought against the Protected Parties are tantamount to claims against the Debtor.” Motion to Stay ¶ 26.

26. All Documents supporting or purporting to support Your contention that “Wayne, the Former D&Os and the Debtor are each covered for asbestos-related claims under various shared insurance policies. The right to coverage under these insurance policies is property of the Debtor’s estate, and prosecution of a claim against a Protected Party would diminish proceeds available to the Debtor, thereby reducing assets available to the bankruptcy estate.” Motion to Stay ¶ 30.

27. All Documents You identified in any of Your answers to any Interrogatories that support any such answers in whole or in part, or which You used to answer any Interrogatories.

[Signature Page to Follow]



Dated: August 14, 2024

CAPLIN & DRYSDALE, CHARTERED

/s/ Jeffrey A. Liesemer

Kevin C. Maclay (*pro hac vice* to be filed)  
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*Proposed Special Insurance Counsel to the  
Official Committee of Unsecured Creditors*

# Exhibit C

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

---

<b>In re:</b>	*	
	*	<b>Chapter 11</b>
<b>HOPEMAN BROTHERS, INC.,</b>	*	
	*	<b>Case No. 24-32428 KLP</b>
<b>Debtor</b>	*	
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**INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS IN  
CONNECTION WITH THE DEBTOR'S MOTION FOR ENTRY OF INTERIM AND  
FINAL ORDERS EXTENDING THE AUTOMATIC STAY TO STAY ASBESTOS-  
RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS**

TO: Hopeman Brothers, Inc.  
Through its Counsel of Record:  
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Pursuant to Rules 26, 33, and 34 of the Federal Rules of Civil Procedure and Rules 7026, 7033, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure, the Boling Law Firm and Law Office of Philip C. Hoffman (collectively the “Creditors”), serve their First Set of Interrogatories and Requests for Production of Documents (“**Discovery Requests**”) to Hopeman Brothers, Inc., (the “**Debtor**”), in connection with the contested matter (the “**Contested Matter**”) arising in connection with the *Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos Related Actions Against Non-Debtor Defendants* [Rec. Doc. 7] (the “**Motion to Stay**”) filed as a first day motion in the above-captioned matter by the Debtor.

#### **DEFINITIONS**

1. “**Hopeman**” or the “**Debtor**,” means the above-captioned debtor in possession.
2. “**Asbestos-Related Claim**” means a claim, lawsuit, or cause of action against the Protected Parties related to asbestos.
3. “**Affiliate**” has the meaning set forth in Bankruptcy Code § 101(2).

4. “**Bankruptcy Case**” means the above-captioned Chapter 11 bankruptcy case styled *In re Hopeman Brothers, Inc.*, Case No. 24-32428.

5. “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure.

6. “**Communication**” means without limitation, communications, letters, faxes, electronic mail messages, and any other communications or correspondence of any type, including any “Document” (as defined below), whether or not the Document or the information it contains was transmitted by its author to any other person.

7. “**Direct Action Lawsuits**” means the 35 lawsuits listed on Exhibit 1 to the Motion to Stay.

8. “**Former D&Os**” means former officers and directors of the Debtor and Wayne.

9. “**Insurers**” means insurers of asbestos-related actions on behalf of the Debtor, Wayne, and Former D&Os.

10. “**Person**” means any natural person, firm, proprietorship, partnership, limited partnership, joint venture, corporation, limited liability company, organization, group, and/or other separately identifiable association, regardless of whether a separate juridical person in its own right.

11. “**Protected Party**” or “**Protected Parties**” means Wayne, Former D&Os and Insurers.

12. “**Wayne**” means Wayne Manufacturing Corporation.

13. “**You**” and/or “**Your**” refer to and include all of (a) Debtor, (b) each and every Person who is a Debtor party to the Contested Matter (regardless of whether that Person is the Debtor as defined herein), and (c) each and every Person acting or purporting to act on behalf of (a) and/or (b). In the event any Person preparing or assisting in preparing responses to this

discovery is doing so in a representative or derivative capacity, then respond to each discovery request as though the words “You” and/or “Your” also read “Your agent”, “Your agent’s”, “Your former officers or directors”, and/or “Your former officer’s or director’s”, as is appropriate.

11. **“Discovery Requests”** means this First Set of Interrogatories and Requests for Production of Documents to the Debtor in Connection with the Motion to Stay (Rec. Doc. 7).

12. **“Document”** means any and all paper records, files, and/or any other tangible media in which information is maintained, preserved, or stored. The term "Document" includes, but is not limited to, all written or graphic material of every kind and description, however produced or reproduced, whether draft or final, original or reproduction, including, but not limited to, communications, correspondence, letters, facsimiles, e-mails, memoranda, notes, contracts, agreements, releases, statements, reports, spreadsheets, data compilations, writings, photographs, drawings, graphs, charts, films, printouts, transcripts, calendars, appointment books, diaries, licenses, telegrams, books, newspapers, magazines, advertisements, periodicals, bulletins, maps, brochures, circulars, notices, pamphlets, rules, regulations, directives, teletype messages, voice messages, instant messages, meeting minutes, interoffice communications, financial statements, ledgers, books of account, proposals, software, hardware, prospectuses, offers, orders, receipts, working papers, time sheets, logs, movies, audio or video tapes and recordings, CD-ROMs, DVD-ROMs, microfilm, or any other materials similar to any of the foregoing, however denominated. The term “Document” includes any and all non-Identical copies of a document, which contain additional writing, underlining, notes, deletions, or any other markings or notations, or which otherwise are not identical copies of the original document. The term "Document" includes any and all attachments and enclosures to any and all documents containing information responsive

to the within discovery requests. In addition, any document relating to or referring only in part to the subjects herein is covered in its entirety by this definition.

13. “**Information**” shall be expansively construed and shall include, but not be limited to, facts, data, opinions, images, impressions, concepts and formulae.

14. “**Interrogatories**” means the interrogatories set forth in these Discovery Requests.

15. “**Motion to Stay**” means the Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants (Rec. Doc. 7) filed by the Debtor on June 30, 2024, in the Bankruptcy Case.

16. “**Document Requests**” means the Requests for Production set forth in these Discovery Requests.

17. “**Representative**” or “**representative**” shall mean any person acting or purporting to act for or on behalf of any other “person.”

### **INSTRUCTIONS**

1. These Discovery Requests are to be answered as required by Federal Rules of Civil Procedure 26, 33, and 34 and Bankruptcy Rules 7026, 7033, 7034, and 9014.

2. These Discovery Requests are to be answered separately and fully in writing within the time delays provided under law, as agreed under stipulation, and/or as ordered by the Court.

3. If You contend that any of these Discovery Requests are objectionable in whole or in part, then You should state with particularity each objection, the basis for the objection, and

the categories or information and documents and things to which the objection applies, and you should respond to each request insofar as it is not deemed objectionable.

4. If any Communication or Document required to be identified in response to these Discovery Requests is claimed to be privileged, such Communication or Document must be identified on a privilege log, which shall be produced contemporaneously with the non-privileged Documents responsive to these Discovery Requests, which privilege log shall identify each such Communication or Document, to the extent applicable, by giving a description of such Communication or Document, the title, date of its creation, subject matter, author, addressee, where it was made or created, persons to whom copies were furnished and to whom the substance of the Documents was communicated at any time after its creation, and the ground(s) for the privilege claim.

5. Whenever in the Discovery Requests the information requested is contained in or may otherwise be derived or ascertained from a Document, you may, in lieu of setting forth the requested information:

- (a) Identify the Document from which the answer may be derived;
- (b) Specify the portion (or portions) of the Document that contains the information, or the way in which the information may be derived or ascertained from the Document; and
- (c) Produce the Document for inspection and copying (in electronic format, if available, otherwise as printed on Document), or deliver a copy of the Document prior to, or contemporaneous with, service of the answer to the Interrogatories.



7. If any Documents requested herein have been lost or destroyed, the Documents so lost or destroyed shall be identified by author, date, and subject matter. In addition, the date of disposal, the manner of disposal, the reason for disposal, the Person authorizing disposal, and the Person disposing of the Documents shall be identified.

8. With respect to the Document Requests, You shall either (1) produce each Document as it is kept in the usual course of business or (2) organize and label each such Document to correspond with the categories in the Document Request. The Creditors request that metadata be produced as appropriate, including sender, recipient(s), subject, document type, custodian, file-creation date, file-modification date, access date, file path, and folder information.

9. With respect to the Document Requests, please produce all Documents for inspection and copying at the offices of **Jones Walker, LLP, 201 St. Charles Avenue, Suite 5100, New Orleans, LA 70170** within the time delays provided under law, as agreed under stipulation, and/or as ordered by the Court. Please note that the Creditors will object, at the hearing on the Motion to Stay (currently scheduled for September 10, 2024), and at any other trial or hearing in the Bankruptcy Case, to any attempt to introduce any Document into evidence which has been sought by the Document Requests that You have failed to produce, and/or as to which You have made an inaccurate response.

10. Pursuant to Federal Rule of Civil Procedure 26(e)(1), You are requested to reasonably supplement Your responses to these Discovery Requests if you learn that a response is in some material respect incorrect and if the additional or corrective material had not otherwise been made known to the Committee during the discovery process or in writing.

### **INTERROGATORIES**

#### **INTERROGATORY NO. 1:**

{N4049311.2}

Identify each natural person likely to have discoverable information—along with a general description of the information that person is likely to have—that (i) supplied information used to answer these Discovery Requests or (ii) that You may use to support the Motion to Stay.

**INTERROGATORY NO. 2:**

Identify each person whom You may use to present evidence at the hearing on the Motion to Stay under Rules 702, 703, or 705 of the Federal Rules of Evidence and, as to each such person, set forth (i) a complete statement of all opinions such person will express and the basis and reasons for them; (ii) the facts or data considered by such person in forming them; (iii) any exhibits that will be used to summarize or support them; (iv) such person’s qualifications, including a list of all publications authored in the previous 10 years; (v) a list of all other cases in which, during the previous 4 years, such person testified as an expert at trial or by deposition; and (vi) a statement of the compensation to be paid for the requested study and testimony.

**INTERROGATORY NO. 3:**

Identify all persons whom You intend to call as a fact witness at any hearing on the Motion to Stay, and, with respect to each witness identified, identify and describe the subject matter upon which the witness is expected to testify and the substance of the facts to which the witness is expected to testify.

**INTERROGATORY NO. 4:**

In connection with the 2,700 unresolved Asbestos-Related Claims that have been asserted against the Debtor as set forth in the Declaration of Christopher Lascell, please identify the following:

- The number of claims involving Direct Action Lawsuits

- An estimate or calculation of each claimant’s alleged damages in the Direct Action Lawsuits
- The number of claims involving the Debtor’s duty to indemnify the Former D&Os of the Debtor

**INTERROGATORY NO. 5:**

Please identify all insurance policies that You assert are property of the Debtor’s estate.

**INTERROGATORY NO. 6:**

Please state and explain the basis for Your contention in the Motion to Stay that “actions against 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.”

**INTERROGATORY NO. 7:**

Please state and explain the basis for Your contention in the Motion to Stay that “now that plaintiff’s lawyers are unable to assert claims against the Debtor by the virtue of the automatic stay, there is a legitimate risk they will turn even more attention to the Protected Parties in part to gain access to any available insurance.”

**INTERROGATORY NO. 8:**

Please state and explain the basis for Your contention in the Motion to Stay that the “asbestos related actions would seek to recover from the insurance policies that provide shared coverage to the Debtor.”

**INTERROGATORY NO. 9:**

Please state and explain the basis for Your contention in the Motion to Stay that Wayne, the Former D&Os and the Debtor are covered for asbestos-related claims under various shared insurance policies.

**INTERROGATORY NO. 10:**

Please state and explain the basis for the Your contention in the Motion to Stay that “the right to coverage under these insurance policies is property of the Debtor’s estate and prosecution of a claim against a Protected Party would diminish proceeds available to the Debtor, thereby reducing assets available to the bankruptcy estate.”

**INTERROGATORY NO. 11:**

Please state and explain the basis for Your contention in the Motion to Stay 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 or may be asserted against Hopeman, and that such claims are tantamount to claims against the Debtor.

**INTERROGATORY NO. 12:**

Please state and explain the basis for Your contention that Hopeman is a manufacturer.

**INTERROGATORY NO. 13:**

Please identify and list all persons or entities that are Protected Parties under Your Motion to Stay.

**INTERROGATORY NO. 14:**

Please identify and list all Former D&Os and explain the basis and source of each Former D&O’s indemnity.

**REQUESTS FOR PRODUCTION OF DOCUMENTS**

**REQUEST FOR PRODUCTION NO. 1:**

Produce all Documents and/or Communications You intend to introduce into evidence at the hearing on the Motion to Stay.

**REQUEST FOR PRODUCTION NO. 2:**

Produce all Documents and/or Communications You identified in any of Your responses to any of the Interrogatories, or which support any of Your responses.

**REQUEST FOR PRODUCTION NO. 3:**

Produce all Documents and/or Communications You identified or relied upon in Your response to Interrogatory No. 4 or which support or purport to support Your response to Interrogatory No. 4.

**REQUEST FOR PRODUCTION NO. 4:**

Produce all Documents and/or Communications You identified or relied upon in Your response to Interrogatory No. 5 or which support or purport to support Your response to Interrogatory No. 5.

**REQUEST FOR PRODUCTION NO. 5:**

Produce all Documents and/or Communications supporting or purporting to support Your contention in the Motion to Stay that the insurance policies subject to Direct Action Lawsuits are property of the estate.

**REQUEST FOR PRODUCTION NO. 6:**

Produce all Documents and/or Communications You identified or relied upon in Your response to Interrogatory No. 6 or which support or purport to support Your response to Interrogatory No. 6.

**REQUEST FOR PRODUCTION NO. 7:**

Produce all Documents and/or Communications supporting or purporting to support Your contention in the Motion to Stay that now that plaintiff's lawyers are unable to assert claims against the Debtor by the virtue of the automatic stay, there is a legitimate risk they will turn even more attention to the Protected Parties in part to gain access to any available insurance.

**REQUEST FOR PRODUCTION NO. 8:**

Produce all Documents and/or Communications supporting or purporting to support Your contention in the Motion to Stay that the "asbestos related actions would seek to recover from the insurance policies that provide shared coverage to the Debtor."

**REQUEST FOR PRODUCTION NO. 9:**

Produce all Documents and/or Communications supporting or purporting to support Your contention in the Motion to Stay that Wayne, the Former D&Os and the Debtor are covered for asbestos-related claims under various shared insurance policies.

**REQUEST FOR PRODUCTION NO. 10:**

Produce all Documents and/or Communications that support Your contention in the Motion to Stay the right to coverage under these insurance policies is property of the Debtor's estate and prosecution of a claim against a Protected Party would diminish proceeds available to the Debtor, thereby reducing assets available to the bankruptcy estate.

**REQUEST FOR PRODUCTION NO. 11:**

Produce all Documents and/or Communications supporting or purporting to support Your contention in the Motion to Stay 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 or may be asserted against Hopeman, and that such claims are tantamount to claims against the Debtor.

**REQUEST FOR PRODUCTION NO. 12:**

Produce all Documents and/or Communications relating to estimates or calculations of the claims relating to Direct Action Lawsuit Claims and claims involving the Debtor's duty to indemnify the Former D&Os of the Debtor, including without limitation for all the Claims identified in your answers to Interrogatory No. 4 above.

**REQUEST FOR PRODUCTION NO. 13:**

Produce all Documents and/or Communications supporting or purporting to support that there is indemnity between any Insurer and the Debtor.

**REQUEST FOR PRODUCTION NO. 14:**

Produce all Documents and/or Communications supporting or purporting to support that Hopeman is a manufacturer.

**REQUEST FOR PRODUCTION NO. 15:**

Produce all Documents and/or Communications You identified or relied upon in Your response to Interrogatory No. 13 or which support or purport to support Your response to Interrogatory No. 13.

**REQUEST FOR PRODUCTION NO. 16:**

Produce all Documents and/or Communications You identified or relied upon in Your response to Interrogatory No. 14 or which support or purport to support Your response to Interrogatory No. 14.



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**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing was served via CM/ECF on this \_\_\_  
day of August 2024 on the Counsel for the Debtors.



MARK A MINTZ



# Exhibit D

**From:** Boehm, Sarah B. <sboehm@mcguirewoods.com>  
**Sent:** Friday, August 23, 2024 4:47 PM  
**To:** Long, Toby  
**Subject:** Hopeman - Preliminary document request

**This Message Is From An External Sender**

Hunton Andrews Kurth warning: This message came from outside the firm.

Toby – Thanks for your time today. Per your request, below is a preliminary list of document requests in connection with the stay motion and the settlement procedures motion. This informal request is without prejudice to additional informal and formal discovery on behalf of Huntington Ingalls Industries, Inc. I understand that some documents, including the agreement with Liberty Mutual, may be subject to a confidentiality agreement. Please forward that at your earliest convenience. As you know, our objection deadline is 8/30, so we'd appreciate it if you could direct us to a data room or start producing documents on a rolling basis as soon as possible and concluding no later than Wednesday, 8/28. We will send a separate email with any questions and comments we have regarding the settlement procedures motion/proposed order.

1. All documents you intend to use and/or offer at any trial/evidentiary hearing related to the *Motion of the Debtor for Entry of an Order (I) Establishing Procedures to Schedule Hearings to Consider the Insurer Settlement Motions; (II) Approving the Form and Manner of Notice Thereof; and (III) Granting Related Relief* [ECF No. 54], as well as any motion or other request for relief the Debtor seeks or will seek to resolve thereunder (collectively, the "9019 Motions").
2. All documents you intend to use and/or offer at any trial/evidentiary hearing related to the *Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants* [ECF No. 7] (the "Stay Motion").
3. All insurance policies, and agreements and correspondence related to such policies (including all related agreements, amendments, riders, side letters, indemnity agreements, settlement agreements, coverage-in-place agreements, coverage decisions, reservations of rights, and all other similar documents or communications related to the insurance policies), that are (i) subject to or affected by the 9019 Motions; (ii) related to the claims sought to be enjoined as set forth in the Stay Motion (including, without limitation, the claims set forth in the exhibit to the Stay Motion); and/or (iii) described in the *Disclosure Statement with Respect to the Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [ECF No. 57].
4. All documents and correspondence related to any "Buy-Back" or similar arrangement related to any insurance policies issued to the Debtor or Wayne Manufacturing Corporation ("Wayne").
5. All documents and communications, including all reports, analyses, and actuarial reports, related to or reflecting insurance portfolio or recovery valuations or asbestos liability estimates or forecasts for the Debtor or Wayne.
6. All Documents requested by and/or produced to the Official Committee of Unsecured Creditors, or any other parties in interest in the bankruptcy case.
7. All policies referenced in the Schedules and Statement of Financial Affairs.
8. All documents and communications related to or evidencing the corporate dissolution of Wayne.
9. All board minutes and resolutions related to the proposed insurance settlements, and any professional analyses or opinions related to such settlements.
10. All documents exchanged at any mediation related to the 9019 Motions or other insurance settlements.
11. All professional analyses or opinions related to the fairness of any proposed settlements.
12. All financial statements from January 1, 2020, to present indicating a value for asbestos liability or insurance assets related to the Debtor or Wayne.
13. All audit reports from January 1, 2020, to present related to the Debtor or Wayne.
14. All letters from the Debtor or Wayne management to auditors from January 1, 2020, to present.

Thanks,  
Sarah

**Sarah B. Boehm**

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