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Counsel for Debtor and Debtor in Possession

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

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

**MOTION OF THE DEBTOR FOR ENTRY OF AN ORDER
(I) DEEMING DEBTOR’S INSURANCE RELATED AGREEMENTS
AND OTHER CONFIDENTIAL DOCUMENTS FROM PRIOR PROCEEDINGS AS
GOVERNED BY PROTECTIVE ORDER; AND (II) GRANTING RELATED RELIEF**

Hopeman Brothers, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”), respectfully represents as follows in support of this motion (the “Motion”):

RELIEF REQUESTED

1. The Debtor hereby seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”):
 - i. deeming that the following documents and related information are governed by the terms of the proposed protective order attached hereto as **Exhibit B** (the “Protective Order”):
 - a) the confidential agreements executed prepetition between the Debtor and its applicable insurers (collectively, the “Confidential Agreements”), a schedule of which is attached to the Protective Order as Exhibit A;



- b) documents produced in, depositions or other testimony adduced in, and communications or other documents from prior arbitration and legal proceedings designated confidential or otherwise subject to orders of confidentiality (the “Confidential Arbitration and Legal Proceeding Documents”), a schedule of such proceedings is attached to the Protective Order as Exhibit B; and
 - c) any documents and/or correspondence related to the agreements and documents described above (collectively, the documents referred to in (a)-(c) are referred to as the “Confidential Information”); and
- ii. granting related relief.

JURISDICTION AND VENUE

2. United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. This is a core proceeding pursuant to 28 U.S.C. § 157, and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 105(a) and 107(b)(1) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rule 9018 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Local Rules”).

BACKGROUND

4. The Debtor has two pending settlement motions presently set for hearing on November 12, 2024 (the “Settlement Motions Hearing”). The Debtor has already received discovery requests and anticipates that parties-in-interest (collectively, the “Discovery Parties”), including the Official Committee of Unsecured Creditors (the “Committee”), will serve additional

discovery requests in advance of the Settlement Motions Hearing. Indeed, there is presently a request for Rule 2004 examination filed by the Committee that requests production of the Confidential Information. The Debtor expects that additional discovery in conjunction with the Settlement Motion will request copies of prior settlement agreements and coverage in place agreements, among other things, to which the Debtor is a party, as well as documents and communications related to the negotiations of such agreements and documents and communications from prior legal proceedings and arbitrations related to these agreements.

5. Most, if not all of these agreements, contain Confidential Information and corresponding confidentiality provisions of differing scope purporting to limit the Debtor's ability to freely produce such documents. For the Debtor to negotiate individualized confidentiality agreements with every Discovery Party that may come forward, or negotiate arrangements with each counterparty to the agreements or other documents containing Confidential Information will be cumbersome, inefficient, and delay the Debtor's ability to produce documents to Discovery Parties.

6. While the Debtor may not have concerns about production and use of the Confidential Information, it anticipates that a number of counterparties will object to production and use of the materials absent protection. Indeed, the issue has already been brought to the Court at the September 10th, 2024 (the "September Hearing") through Liberty Mutual Insurance Company's ("LMIC") motion for protective order [Docket No. 168], which the Court ultimately granted. As the Court determined at the hearing, the agreements entered into between the Debtor and LMIC contained commercially sensitive information protected by section 107 of the Bankruptcy Code. The Court also acknowledged at the September Hearing that the Debtor's

Confidential Agreements with other insurers that are not addressed by LMIC's proposed protective order would likely be sought to be governed by a protective order in the future.

7. Accordingly, to bring uniformity and efficiency to the governance of the production, use, and handling of the Confidential Information in connection with this chapter 11 case, the Debtor hereby requests that this Court enter the Proposed Order deeming the Confidential Information governed by the Protective Order.

BASIS FOR RELIEF

8. Section 105 of the Bankruptcy Code provides that the Court "may issue any order . . . that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a).

9. Bankruptcy Courts are authorized to issue orders to protect entities from potential harm caused by the disclosure of confidential information as provided by section 107(b) of the Bankruptcy Code. In particular, section 107(b)(1) of the Bankruptcy Code provides that:

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

11 U.S.C. § 107(b)(1).

10. Moreover, Bankruptcy Rule 9018 provides, in relevant part, that:

On motion or on its own initiative, with or without notice, the court may make any order which justice requires . . . to protect the estate or any entity in respect of a trade secret or other confidential research, development, or commercial information

Fed. R. Bankr. P. 9018.

11. In determining whether to grant relief under section 107(b) of the Bankruptcy Code, "[t]he court determines whether the subject documents fall within the provisions of § 107(b) and

the appropriate remedy if they do.” *In re Barney’s, Inc.*, 210 B.R. 703, 707 (Bankr. S.D.N.Y. 1996). If section 107(b) of the Bankruptcy Code applies to the documents in question, “the court is *required* to protect a requesting interested party and has no discretion to deny the application.” *In re Orion Pictures Corp.*, 21 F.3d 24, 27 (2d Cir. 1994).

12. As set forth in further detail above and as supported by the record at the September Hearing, the Confidential Information contemplated by this Motion is of the type that warrants protection pursuant to the Protective Order. The Court’s deeming of the Confidential Information as being governed by the Protective Order balances protecting the commercially sensitive content contained in the Confidential Information with the Debtor’s ability and desire to produce the Confidential Information to Discovery Parties as soon as practicable in a uniform and efficient manner. The Debtor reserves the right to seek additional protective relief pertaining to the Confidential Information during this chapter 11 case.

NOTICE

13. Notice of this Motion will be given to: (a) the Office of the United States Trustee for the Eastern District of Virginia; (b) counsel to the Committee; (c) counsel to the Chubb Settling Insurers; (d) counsel to the Certain Settling Insurers that are parties to the settlement agreement that is the subject of the Certain Settling Insurers Settlement Motion; (e) the counterparties to the confidential agreements listed on Exhibit A to the Protective Order; and (f) all parties who have requested or who are required to receive notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, under the circumstances, no other or further notice is required.

WHEREFORE, the Debtor respectfully requests that the Court enter the Proposed Order, granting the relief requested in this Motion and such other and further relief as may be just and proper.

Dated: September 16, 2024
Richmond, Virginia

/s/ Henry P. (Toby) Long, III

Tyler P. Brown (VSB No. 28072)

Henry P. (Toby) Long, III (VSB No. 75134)

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Counsel for the Debtor and Debtor in Possession

Exhibit A

Proposed Order

HUNTON ANDREWS KURTH LLP

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Counsel for Debtor and Debtor in Possession

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

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

ORDER (I) DEEMING DEBTOR’S INSURANCE RELATED AGREEMENTS AND OTHER CONFIDENTIAL DOCUMENTS AS GOVERNED BY PROTECTIVE ORDER; AND (II) GRANTING RELATED RELIEF

Upon the motion (the “Motion”)¹ of the above-captioned debtor in the above-captioned chapter 11 case (the “Debtor”), for entry of an order (this “Order”) (i) deeming that the Confidential Information shall be treated as governed by the terms of the Protective Order; and (ii) granting related relief; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and

¹ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this order, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The relief requested in the Motion is hereby granted.
2. The Protective Order, attached to the Motion as Exhibit B, is approved and entered as an order of this Court.
3. This Order and the Protective Order shall be without prejudice to the Debtor to seek additional protective relief pertaining to the Confidential Information during this chapter 11 case and without prejudice to any party to seek relief from the Protective Order.
4. The Confidential Information is hereby deemed to be governed by the Protective Order, which provides that any party that receives the Confidential Information pursuant to the Protective Order shall utilize the Confidential Information for the limited and sole purpose of this chapter 11 case, as set forth further therein.
5. The Debtor is authorized to take all actions necessary to implement the relief granted in this Order.
6. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Dated: _____, 2024
Richmond, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/ Henry P. (Toby) Long, III
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Counsel for the Debtor and Debtor in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Henry P. (Toby) Long, III
Henry P. (Toby) Long, III

Exhibit B

Protective Order

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Counsel for Debtor and Debtor in Possession

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

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

CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER

This Confidentiality and Protective Order (this “Order”) shall govern the production, review, disclosure, and handling of (i) the confidential agreements (collectively, the “Confidential Agreements”) executed prepetition between Hopeman Brothers, Inc. (the “Debtor”) and the Debtor’s applicable insurers (collectively, the “Insurers”), a schedule¹ of which is attached to this Order as **Exhibit A**; (ii) documents produced in, depositions or other testimony adduced in, or communications and other documents from prior arbitration and legal proceedings designated confidential or otherwise subject to orders of confidentiality (“Confidential Arbitration and Legal

¹ The Debtor shall have the right to amend or modify Exhibits A and B by filing a notice of revised exhibits with the Court. Should an agreement or proceeding be added to Exhibit A or Exhibit B, the Debtor will advise known parties that have executed the Acknowledgement and Agreement to be Bound.

Proceeding Documents”), a schedule of such proceedings is attached as **Exhibit B**; and (iii) any documents and/or correspondence related to the Confidential Agreements or Confidential Arbitration and Legal Proceeding Documents (the foregoing documents described in clauses (i)-(iii), the “Protected Material”) that are produced or received by any person or entity who is a party to this Order (each a “Party” and, collectively, the “Parties”) in connection with the above-captioned chapter 11 case of the Debtor or any related contested matters or adversary proceedings (collectively, the “Chapter 11 Case”).

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 for the Eastern District of Virginia, Richmond Division (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.

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. If the Protected Material being produced cannot be labeled "CONFIDENTIAL", the Producing Party shall transmit a written statement contemporaneously with the Protected Material identifying the Protected Material and designating it confidential.

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. Nothing in this Order shall constitute a waiver or other limitation on any Party's right to challenge the designation of any material as "Confidential" or as Protected Material at any time.

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 its Chapter 11 Case, 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 (including the Official Committee of Unsecured Creditors appointed in this Chapter 11 Case and any other statutory committee appointed by the United States Trustee pursuant to section 1102 of the Bankruptcy Code), 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 of Civil Procedure, the Federal Rules of Bankruptcy Rules, the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia, and the individual practice rules of the Bankruptcy Court. If a Party believes that any Protected Material is not required to be filed under seal pursuant to section 107 of the Bankruptcy Code, such Party may seek relief from the Bankruptcy Court to file such material without need for sealing.

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 the applicable Insurer(s) or party impacted by such Protected Material, 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, which shall include requesting to use such material by oral motion at such hearing, 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 Producing Party (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 any Party to prevent or limit the disclosure of the relevant Protected Material.

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 Producing Party 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 any impacted Party to undertake the necessary steps to assert such applicable privileges, immunities, and rights to protect the confidentiality of the Protected Material to the extent such Party seeks to do so. The Party undertaking any action shall bear all costs associated with doing so, including the costs incurred by the recipient in taking any necessary steps.

If a Party timely seeks a protective order within five (5) calendar days of 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 voluntarily produce any Protected Material before adjudication of its request for a protective order, unless the Party seeking the protective order consents. Any Party seeking protection in that Court of its confidential material shall bear its own costs expenses. 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 the applicable Insurer(s) or other party to

such Protected Material 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 C**. 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 its Chapter 11 Case 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 Bankruptcy 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 its Chapter 11 Case, unless otherwise ordered by the Bankruptcy Court, each Receiving Party must 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. 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 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 requested by a Producing Party or its counsel, a Receiving Party shall verify in writing that it took all commercially reasonable steps to destroy documents in accordance with this Section, and describe the steps taken to accomplish such destruction. 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.

EXHIBIT A

SCHEDULE OF CONFIDENTIAL AGREEMENTS

Exhibit A
Confidential Agreements

TAB	DATE OF DOCUMENT	NAME OF AGREEMENT	COUNTERPARTY ADDRESS
1	03-1990	Agreement for Defense and Indemnity Between Liberty Mutual Liability Insurance Company and the Hopeman Brothers Company	(i) Liberty Mutual Insurance Company, Marcia Golden Weiner, Esq., Counsel, Environmental Department, 175 Berkley Street, Boston, Massachusetts 02117, and (ii) John A. Nadas, P.C., Choate, Hall & Stewart, Exchange Place, 53 State Street, Boston, Massachusetts 02109
2	03-21-2003	Indemnification and Hold Harmless Agreement Between Hopeman Brothers, Inc. and Liberty Mutual Insurance Company	(i) Liberty Mutual Insurance Company, Marcia Golden Weiner, Esq., Counsel, Environmental Department, 175 Berkley Street, Boston, Massachusetts 02117, and (ii) John A. Nadas, P.C., Choate, Hall & Stewart, Exchange Place, 53 State Street, Boston, Massachusetts 02109
3	03-21-2003	Settlement Agreement and Release Between Hopeman Brothers, Inc. and Liberty Mutual Insurance Company	(i) Liberty Mutual Insurance Company, Marcia Golden Weiner, Esq., Counsel, Environmental Department, 175 Berkley Street, Boston, Massachusetts 02117, and (ii) John A. Nadas, P.C., Choate, Hall & Stewart, Exchange Place, 53 State Street, Boston, Massachusetts 02109
4		Summary of Settlement Agreements Between Liberty Mutual and Hopeman	(i) Liberty Mutual Insurance Company, Marcia Golden Weiner, Esq., Counsel, Environmental Department, 175 Berkley Street, Boston, Massachusetts 02117, and (ii) John A. Nadas, P.C., Choate, Hall & Stewart, Exchange Place, 53 State Street, Boston, Massachusetts 02109
5	04-28-2003	Confidentiality Agreement (between Hopeman Brothers, Inc., Certain Underwriters at Lloyd's, London and Certain London Market Insurance Co.'s)	(i) Head of Direct Claims, Equitas Limited Claims Department, 33 St. Mary Axe, London EC3A 8LL, England, and (ii) James Sottile, Zuckerman Spaeder LLP, 1800 M Street, NW, Washington, D.C. 20036
6	04-29-2003	Confidentiality Agreement (between Hopeman Brothers, Inc. and ACE USA Companies)	(i) Michael Durkin, Esq., Vice President, ACE European Group Ltd., London EC3A 3BP, England, (ii) Thomas J. Quinn, Esq., Mendes & Mount, LLP, 750 Seventh Avenue, New York, New York 10019
7	04-29-2003	Confidentiality Agreement (between Hopeman Brothers, Inc., Mutual Marine Office, and Alan Gray, Inc.)	(i) Mutual Marine Office, Inc., Stephen McCarthy, Vice President and Claim Counsel, 919 Third Avenue, 10th Floor,

TAB	DATE OF DOCUMENT	NAME OF AGREEMENT	COUNTERPARTY ADDRESS
			New York, New York 10022, and (ii) Wendy L. Mager, Esq., Smith, Wise, Heher & Brennan, LLP, 2 Research Way, Princeton, New Jersey 08540
8	04-29-2003	Confidentiality Agreement (between Hopeman Brothers, Inc. and Travelers Property Casualty)	William B. Gresham, Special Liability Group, Travelers Property Casualty, One Tower Square, 5 MS, Hartford, Connecticut 06183
9	03-04-2004	First Amendment to Settlement Agreement and Release Between Hopeman :Brothers, Inc. and Liberty Mutual Insurance Company	(i) Liberty Mutual Insurance Company, Marcia Golden Weiner, Esq., Counsel, Environmental Department, 175 Berkley Street, Boston, Massachusetts 02117, and (ii) John A. Nadas, P.C., Choate, Hall & Stewart, Exchange Place, 53 State Street, Boston, Massachusetts 02109
10	04-06-2004	Interim Agreement Between Hopeman Brothers, Inc. and Certain Excess Insurers (Travelers Indemnity, Travelers Casualty and Mutual Marine (“MMO”))	William B. Gresham, Special Liability Group, Travelers Property Casualty, One Tower Square, 5 MS, Hartford, Connecticut 06183
11	09-29-2004	Extension of Interim Agreement Between Hopeman Brothers, Inc. and Certain Excess Insurers	
12	11-22-2004	Second Extension of Interim Agreement Between Hopeman Brothers, Inc. and Certain Excess Insurers	
13	03-29-2005	Second Interim Agreement Between Hopeman Brothers, Inc. and Travelers	William B. Gresham, Special Liability Group, Travelers Property Casualty, One Tower Square, 5 MS, Hartford, Connecticut 06183
14	07-15-2005	Confidential Settlement Agreement and Release (between Hopeman Brothers, Inc. and certain Underwriters at Lloyd’s)	(i) Head of Direct Claims, Equitas Limited Claims Department, 33 St. Mary Axe, London EC3A 8LL, England, and (ii) James Sottile, Zuckerman Spaeder LLP, 1800 M Street, NW, Washington, D.C. 20036
15	07-22-2005	Agreement Among Hopeman Brothers, Inc., The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance	William B. Gresham, Special Liability Group, Travelers Property Casualty, One Tower Square, 5 MS, Hartford, Connecticut 06183
16	11-16-2006	Settlement Agreement and Release between Hopeman Brothers, Inc. and Mutual Marine Office, Inc.	(i) Mutual Marine Office, Inc., Stephen McCarthy, Vice President and Claim Counsel, 919 Third Avenue, 10th Floor, New York, New York 10022, and (ii) Wendy L. Mager, Esq., Smith, Wise,

TAB	DATE OF DOCUMENT	NAME OF AGREEMENT	COUNTERPARTY ADDRESS
			Heher & Brennan, LLP, 2 Research Way, Princeton, New Jersey 08540
17	02-2007	Confidential Settlement Agreement and Release (between Hopeman Brothers and Harper Insurance Ltd., formerly known as Turegum Insurance Company, and River Thames Insurance Company, Ltd.)	(i) Alan Turner and Jay Borowski, Castlewood (EU) Ltd., 1 Stoke Road, Guildford, Surrey GU1 4HW England; (ii) Thomas J. Quinn, Esq., Mendes & Mount, LLP, 750 Seventh Avenue, New York, New York 10019
18	07-02-2007	Confidential Settlement Agreement and Release (between Hopeman Brothers, Inc. and Eagle Star Insurance Company, Threadneedle Insurance Company, Ltd., British North Western Insurance Company, Ltd., Swiss Union Insurance Company, Ltd., Swiss Union Insurance Company Ltd., and New London Re)	(i) Terry Morris, Claims Management Group, Ltd., Ibex House, 42-47 Minorities, London EC3N 1HN, England; (ii) Thomas J. Quinn, Esq., Mendes & Mount, LLP, 750 Seventh Avenue, New York, New York 10019
19	10-10-2007	Confidential Settlement Agreement and Release (between Hopeman Brothers, Inc. and Stronghold Insurance Company, Ltd.)	(i) Andrew Gregory, Stronghold Insurance Company, Ltd., Rose Lane Business Center, 51-59 Rose Lane, Norwich NR1 1ZG, England; (ii) Thomas J. Quinn, Esq., Mendes & Mount, LLP, 750 Seventh Avenue, New York, New York 10019
20	04-02-2008	Confidential Settlement Agreement and Release (between Hopeman Brothers, Inc. and WFUM Companies)	WFUM Pools Companies, c/o PRO Insurance Solutions Limited, One Great Tower Street, London EC3R 5AA, Attn: Graham Loxley
21	06-23-2008	Settlement Agreement and Release (between Hopeman Brothers, Inc. and The London & Overseas Insurance Company Limited	Not specified
22	06-23-2008	Settlement Agreement and Release (between Hopeman Brothers, Inc. and OIC Run-Off Limited, formerly Orion Insurance Company Plc	Not specified
23	06-27-2008	Partial Settlement Agreement (between Hopeman Brothers, Inc. and Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America	(i) Malcom Myers, United Plaza - Suite 700, 30 S. 17th Street, Philadelphia, Pennsylvania 19103; (ii) Patricia Santelle, Esq., 1800 One Liberty Plaza, Philadelphia, Pennsylvania 19103-7395
24	03-16-2009	Confidential Settlement Agreement and Release (between Hopeman Brothers, Inc. and PA (GI) Limited, formerly known as Phoenix Assurance Company Limited, Sun Alliance and London Insurance plc on behalf of its subsidiary British Law, now known as Sun Alliance UK Limited,	(i) Antony Stoffell, RSA Group Leading Claims Technician UK Legacy Claims, St. Mark's Court, Chart Way, Horsham Sussex RH12 1XL, United Kingdom; antonystoffell@uk.rsagroup.com; (ii) Robert M. Flannery, Esq., Mendes & Mount, LLP 750 Seventh Avenue, New

TAB	DATE OF DOCUMENT	NAME OF AGREEMENT	COUNTERPARTY ADDRESS
		and Royal & Sun Alliance Reinsurance Limited, formerly known as British Fire Company, Ltd. (“RSA” Group)	York, New York 10019; Robert.flannery@mendes.com
25	12-18-2009	Settlement Agreement (between Hopeman Brothers, Inc. and Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America (Century)).	(i) Malcom Myers, United Plaza - Suite 700, 30 S. 17th Street, Philadelphia, Pennsylvania 19103; (ii) Patricia Santelle, Esq., 1800 One Liberty Plaza, Philadelphia, Pennsylvania 19103-7395
26	8-17-2011	Confidential Settlement Agreement and Release (between Hopeman Brothers, Inc. and Excess Insurance Company Ltd. and London & Edinburgh Insurance Company Ltd.)	(i) Company Secretary and Legal Counsel, Downlands Liability Management Ltd., DLM House, Downlands Business Park, Lyons Way, Worthington, West Sussex BN14 9RX, England, (ii) Thomas J. Quinn, Esq., Mendes & Mount, LLP, 750 Seventh Avenue, New York, New York 10019
27	10-04-2011	Confidential Settlement Agreement and Release (between Hopeman Brothers, Inc. and ACE European Group, Ltd.)	(i) Michael Durkin, Esq., Vice President, ACE European Group Ltd., London EC3A 3BP, England, (ii) Thomas J. Quinn, Esq., Mendes & Mount, LLP, 750 Seventh Avenue, New York, New York 10019
28	10-20-2011	Confidential Settlement Agreement and Release (between Hopeman Brothers, Inc. and National Casualty Company of America, Ltd.)	(i) Neil Langley, Esq., Charles Taylor Insurance Services, Ltd., Lloyd's Chambers, One Portsoken at, London E1 8BT, England, (ii) Thomas J. Quinn, Esq., Mendes & Mount, LLP, 750 Seventh Avenue, New York, New York 10019
29	07-11-2013	Confidential Settlement Agreement and Release (between Hopeman Brothers, Inc., and The Dominion Insurance Company)	Andy Tyler, The Dominion Insurance Company Limited, 5/10 Bury Street, London EC4A5AT
30	10-08-2013	Coverage-In-Place Agreement (between Hopeman Brothers, Inc. and General Reinsurance Corporation, as successor-in-interest to North Star Reinsurance Corporation	(i) Senior Vice-President, Claims, Resolute Management Inc., 125 High Street, Suite 1010, Boston, MA 02110; (ii) Patti B. Santelle, White and Williams LLP, 1650 Market Street, One Liberty Place, Suite 1800, Philadelphia, PA 19103 (santellep@whiteandwilliams.com)
31	10-23-2013	Settlement Agreement and Mutual Release (between Hopeman Brothers, Inc. (“Claimant”), on the one hand, and Roger A. Sevigny, Insurance Commissioner of the State of New Hampshire, solely in his capacity as Liquidator (“Liquidator”) of The Home Insurance Company (“Home”),	(i) Thomas W. Kober, Chief Claims Officer the Home Insurance Company in Liquidation, 61 Broadway, 6th Floor, New York, New York 10006; (ii) J. Christopher Marshall, Civil Bureau, New Hampshire Department of Justice, 33 Capital Street, Concord, New Hampshire

TAB	DATE OF DOCUMENT	NAME OF AGREEMENT	COUNTERPARTY ADDRESS
		on the other hand (the Claimant and the Liquidator here hereinafter referred to collectively as the "Parties")	03301-6397, (iii) J. David Leslie, Esq., Rackemann, Sawyer & Brewster, P.C., 160 Federal Street, Boston, Massachusetts 02110-1700
32	11-17-2014	Confidential Settlement Agreement and Release (between Hopeman Brothers, Inc. and certain London Market Insurance Companies)	SVP Direct Claims, Resolute Management, Inc., 100 Washington Street, Boston, Massachusetts 02118
33	06-18-2018	Confidential Coverage-In-Place Agreement (between Hopeman and AIG Companies)	(i) Senior Vice President, Direct Claims, Resolute Management, 1000 Washington Street, Boston, Massachusetts 02118, (ii) Eileen T. McCabe, Esq., Mendes & Mount LLP, 750 Seventh Avenue, New York, New York 10019
34	06-19-2018	Confidential Coverage-In-Place Agreement (between Hopeman and CNA Companies)	(i) Senior Vice President, Direct Claims, Resolute Management, 1000 Washington Street, Boston, Massachusetts 02118, (ii) Eileen T. McCabe, Esq., Mendes & Mount LLP, 750 Seventh Avenue, New York, New York 10019
35	07-11-2013	Confidential Settlement Agreement and Release (between Hopeman and Dominion Insurance Company Limited)	Andy Tyler, The Dominion Insurance Company Limited, 5/10 Bury Street, London EC4A5AT
36	12-24-2019	Confidential Settlement Agreement and Release (between Hopeman and Generali and Bothnia)	(i) Kari Maki, Bothnia International Insurance Company limited, Eerikinkatu 27, 2nd Floor, 00180 Helsinki, Finland, (ii) Mark Hicks, Compre Group, 4th Floor, St Clare House, 33-34 Minorities, London EC3N 1DD
37	07-24-2019	Confidential Settlement Agreement and Release (between Hopeman and London Market Insurance Companies)	(i) Senior Vice President, Direct Claims, Resolute Management, 1000 Washington Street, Boston, Massachusetts 02118, (ii) Eileen T. McCabe, Esq., Mendes & Mount LLP, 750 Seventh Avenue, New York, New York 10019

EXHIBIT B

LIST OF PROCEEDINGS

Exhibit B

Formal Legal Proceedings Regarding Insurance Coverage

1. *Hopeman Brothers, Inc. v. Liberty Mutual Insurance Company*, CPR File W-01-14 (Hopeman-Liberty Wellington Negotiation Proceeding)
2. *Hopeman Brothers, Inc. v. Liberty Mutual Insurance Company*, CPR File W-02-10 (Hopeman-Liberty Wellington Trial Proceeding)
3. *Hopeman Brothers, Inc. v. Lloyd's of London and Certain London Companies*, CPR File W-04-04N (Hopeman-London Wellington Negotiation Proceeding)
4. *Hopeman Brothers, Inc. v. Travelers Casualty & Surety Company, et al.*, No. 4:04-cv-00003 (W.D. Va.) (Hopeman-Travelers Lawsuit)
5. *Hopeman Brothers, Inc. v. INA*, CPR File W-07-03 (Hopeman-INA Wellington Negotiation Proceeding)
6. *Hopeman Brothers, Inc. v. INA*, CPR File W-08-01TJ (Hopeman-INA Wellington Trial Proceeding)
7. *Hopeman Brothers, Inc. v. Continental Casualty Co., et al. Co.*, No. 4:16-cv-00187-MSD (E.D. Va.) (Hopeman-Continental/AIG Lawsuit)
8. *Continental Casualty Co. et al. v. Hopeman Brothers, Inc.*, No. 1:17-cv-00688-ALC (S.D.N.Y.) / *Continental Casualty Co. et al. v. Hopeman Brothers, Inc.*, No. 2:19-cv-00186-MSD (E.D. Va.) (Hopeman-Resolute London Companies Lawsuit)
9. *Hopeman Brothers, Inc. v. Certain London Market Companies*, No. W-19-25TJ (Hopeman-London Companies Trial Proceeding)

EXHIBIT C

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: _____