

United States Bankruptcy Court
Eastern District of Virginia
Richmond Division

In re: Hopeman Brothers, Inc.

Case No. 24-32428-KLP

Adv. Proceeding No. _____

Civil Action No. 3:24-cv-00717-DJN

Debtor(s)

TRANSMITTAL OF RECORD ON APPEAL TO DISTRICT COURT

Pursuant to 28 U.S.C. §158, Notice of Appeal was filed on October 9, 2024 and transmitted on October 10, 2024.

- 1. Order/Judgment, Docket Record, Designation(s) [if any], and Items Designated
- 2. Copy of restricted transcript(s), if designated, included as separate electronic file(s)
- 3. Copies of exhibits, if designated, included as a separate file(s): electronic and/or conventional, on paper
- 4. Copies of exhibits designated by Appellant/Appellee, filed conventionally, have not been submitted pursuant to FRBP 8009 and LBR 8009-1
- 5. Other Documents _____

6. No Designation of Record on Appeal filed (See Certification Below)

Date: November 8, 2024

WILLIAM C. REDDEN, Clerk of Court

By /s/ Elizabeth Douglass, Deputy Clerk

CERTIFICATION TO APPELLATE COURT

It is hereby certified that the designation of record required by Federal Rule of Bankruptcy Procedure 8009 and Local Bankruptcy Rule 8009-1 has not been filed within 14 days after the filing of the notice of appeal.

WILLIAM C. REDDEN, Clerk of Court

By: _____, Deputy Clerk

RECEIPT OF EXHIBITS BY DISTRICT COURT [if applicable]

The undersigned deputy clerk of the U. S. District Court, Eastern District of Virginia, hereby acknowledges receipt of one or more exhibits from the U.S. Bankruptcy Court, which are submitted conventionally, on paper, to be made a part of the Record on Appeal in Civil Action No.

3:24cv00717.

Date: November 12, 2024

By: _____ /s/ S. Beal, Deputy Clerk



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PlnDue, ProHacVice, DsclsDue, Appeal

**U.S. Bankruptcy Court
Eastern District of Virginia (Richmond)
Bankruptcy Petition #: 24-32428-KLP**

Assigned to: Bankruptcy Judge Keith L Phillips
Chapter 11
Voluntary
Asset

Date filed: 06/30/2024
341 meeting: 08/06/2024
Deadline for filing claims: 11/04/2024
Deadline for filing claims (govt.): 12/27/2024

Debtor

Hopeman Brothers, Inc.
6 Auburn Court, Unit 3
Brookline, MA 02446
RICHMOND (CITY)-VA
Tax ID / EIN: 13-0852520

represented by **Tyler P. Brown**
Hunton Andrews Kurth LLP
951 East Byrd Street
Richmond, VA 23219
804-788-8200
Email: tpbrown@huntonak.com

Henry Pollard Long, III
Hunton Andrews Kurth LLP
951 East Byrd Street
Riverfront Plaza East Tower
Richmond, VA 23219-4074
(804) 788-8200
Email: hlong@huntonAK.com

Debtor Designee

Christopher Lascell
6 Auburn Ct.
Unit 3
Brookline, MA 02446
United States

U.S. Trustee

Gerard R. Vetter
Office of the US Trustee - Region 4 -R
701 E. Broad Street, Ste. 4304
Richmond, VA 23219
804-771-2310

represented by **Kathryn R. Montgomery**
Office of the United States Trustee
701 East Broad Street, Ste. 4303
Richmond, VA 23219
804-771-2327
Email: Kathryn.Montgomery@usdoj.gov

Filing Date	#	Docket Text
06/30/2024	1 (17 pgs)	Chapter 11 Voluntary Petition Non-Individual Filed by Tyler P. Brown of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Brown, Tyler)
06/30/2024	2	U.S. Treasury receipt of Chapter 11 Voluntary Petition(24-32428) [misc,824] (1738.00) filing fee. Receipt number A36325107, amount \$1738.00. (Re: Doc# 1) (U.S. Treasury)

06/30/2024	3 (40 pgs)	Motion to Authorize (<i>Application of the Debtor for Entry of an Order (I) Authorizing the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date; and (II) Granting Related Relief</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
06/30/2024	4 (15 pgs)	Motion to Approve (<i>Motion of the Debtor for Entry of an Order (I) Waiving the Requirement to Submit a Formatted Mailing Matrix, (II) Approving the Form and Manner of Notice of Commencement of the Chapter 11 Case; and (III) Granting Related Relief</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
06/30/2024	5 (23 pgs)	Motion to Authorize (<i>Motion of the Debtor for Entry of Interim and Final Orders (I) Authorizing Debtor to Use Existing Bank Accounts and Business Forms; and (II) Granting the Debtor an Extension of Time to Comply with Section 345(b) of the Bankruptcy Code</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
06/30/2024	6 (12 pgs)	Motion to Authorize (<i>Motion of the Debtor for Entry of an Order (I) Authorizing the Listing of Addresses of Counsel for Personal Injury Claimants in the Creditor Matrix in Lieu of Claimants Addresses; (II) Approving Notice Procedures for Such Claimants; and (III) Granting Related Relief</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
06/30/2024	7 (32 pgs)	Motion to Approve (<i>Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
06/30/2024	8 (21 pgs)	Declaration (<i>Declaration of Christopher Lascell in Support of Chapter 11 Petition and First Day Pleadings of Hopeman Brothers, Inc.</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
06/30/2024	9 (77 pgs)	Motion to Approve Compromise under FRBP 9019 (<i>Motion of the Debtor for Entry of an Order (I) Approving the Settlement Agreement and Release Between the Debtor and the Chubb Insurers; (II) Approving the Assumption of the Settlement Agreement and Release Between the Debtor and the Chubb Insurers; (III) Approving the Sale of Certain Insurance Policies; (IV) Issuing an Injunction Pursuant to the Sale of Certain Insurance Policies; and (V) Granting Related Relief</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
06/30/2024	10 (9 pgs)	Motion to Appear Pro Hac Vice (<i>Motion for Admission of Joseph Rovira to Practice, Pro Hac Vice, Under Local Bankruptcy Rule 2090-1(E)(3)</i>) filed by Tyler P. Brown of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Brown, Tyler)
06/30/2024	11 (9 pgs)	Motion to Appear Pro Hac Vice (<i>Motion for Admission of Catherine Rankin to Practice, Pro Hac Vice, Under Local Bankruptcy Rule 2090-</i>

		<i>I(E)(3)</i>) filed by Tyler P. Brown of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Brown, Tyler)
06/30/2024	12 (9 pgs)	Motion to Appear Pro Hac Vice (<i>Motion for Admission of Kaleb Bailey to Practice, Pro Hac Vice, Under Local Bankruptcy Rule 2090-1(E)(3)</i>) filed by Tyler P. Brown of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Brown, Tyler)
07/01/2024	13 (7 pgs)	Notice of Motion and Notice of Hearing(<i>Notice of Filing Chapter 11 Petition, First Day Motions, and Proposed Hearing on First Day Motions</i>) (Re: related document(s) 3 Motion to Authorize filed by Hopeman Brothers, Inc., 4 Motion to Approve filed by Hopeman Brothers, Inc., 5 Motion to Authorize filed by Hopeman Brothers, Inc., 6 Motion to Authorize filed by Hopeman Brothers, Inc., 7 Motion to Approve filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. Hearing scheduled for 7/2/2024 at 11:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Long, Henry)
07/01/2024	14 (3 pgs)	Proposed Hearing Agenda filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/01/2024	15 (2 pgs)	Notice of Appearance filed by Kathryn R. Montgomery of Office of the United States Trustee on behalf of Gerard R. Vetter. (Montgomery, Kathryn)
07/01/2024	16 (5 pgs)	List of Witnesses , List of Exhibits (<i>Debtor's Witness and Exhibit List for First Day Hearing</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/01/2024	17 (3 pgs)	Order Granting Motion For Admission of Catherine Rankin to Appear Pro Hac Vice (Related Doc # 11) (Jessel, Renier)
07/01/2024	18 (3 pgs)	Order Granting Motion for Admission of Kaleb Bailey to Appear Pro Hac Vice (Related Doc # 12) (Jessel, Renier)
07/01/2024	19 (3 pgs)	Order Granting Motion for Admission of Joseph Rovira to Appear Pro Hac Vice (Related Doc # 10) (Jessel, Renier)
07/01/2024	20 (25 pgs)	Statement (<i>Notice of Filing of Revised Proposed Order Approving Motion of the Debtor for Entry of an Order (I) Waiving the Requirement to Submit a Formatted Mailing Matrix, (II) Approving the Form and Manner of Notice of Commencement of the Chapter 11 Case; and (III) Granting Related Relief</i>) (Re: related document(s) 4 Motion to Approve filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/01/2024	21 (21 pgs)	Statement (<i>Notice of Filing of Revised Interim Order Approving Motion of the Debtor for Entry of Interim and Final Orders (I) Authorizing Debtor to Use Existing Bank Accounts and Business Forms; and (II) Granting the Debtor an Extension of Time to Comply with Section 345(b) of the Bankruptcy Code</i>) (Re: related document(s) 5 Motion to Authorize filed by Hopeman Brothers, Inc.) filed by Henry

		Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/01/2024	22 (15 pgs)	Statement (<i>Notice of Filing of Revised Proposed Order Approving Motion of the Debtor for Entry of an Order (I) Authorizing the Listing of Addresses of Counsel for Personal Injury Claimants in the Creditor Matrix in Lieu of Claimants Addresses; (II) Approving Notice Procedures for Such Claimants; and (III) Granting Related Relief</i>) (Re: related document(s) 6 Motion to Authorize filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/02/2024	23 (3 pgs)	Notice of Appearance filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Certain Clients of Simmons Hanly Conroy LLC, Brayton Purcell LLP, The Gori Law Firm, P.C., Peter Angelos Law, and Simon Greenstone Panatier, PC. (Liesemer, Jeffrey)
07/02/2024	24 (15 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 3 Motion to Authorize filed by Hopeman Brothers, Inc., 4 Motion to Approve filed by Hopeman Brothers, Inc., 5 Motion to Authorize filed by Hopeman Brothers, Inc., 6 Motion to Authorize filed by Hopeman Brothers, Inc., 7 Motion to Approve filed by Hopeman Brothers, Inc., 8 Declaration filed by Hopeman Brothers, Inc., 13 Notice of Motion and Notice of Hearing filed by Hopeman Brothers, Inc., 14 Proposed Hearing Agenda filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/02/2024	25 (1 pg)	Order of Designation; designating Christopher Lascell to perform duties imposed upon the debtor by the Bankruptcy Code (Jessel, Renier)
07/02/2024	26	Hearing held; Motion GRANTED on Final Basis (related document(s): 3 <i>Application of the Debtor for Entry of an Order (I) Authorizing the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date</i> filed by Hopeman Brothers, Inc.). Appearances: Tyler P. Brown for Debtor; Kathryn Montgomery on behalf of the Office of the U.S Trustee. (PeggyRintye)
07/02/2024	27	Hearing held; Motion GRANTED on a Final Basis (related document(s): 4 <i>Motion of the Debtor for Entry of an Order (I) Waiving the Requirement to Submit a Formatted Mailing Matrix, (II) Approving the Form and Manner of Notice of Commencement of the Chapter 11 Case</i> filed by Hopeman Brothers, Inc.) Appearances: Tyler P. Brown for Debtor; Kathryn Montgomery on behalf of the Office of the U.S Trustee. (PeggyRintye)
07/02/2024	28	Hearing Held and Continued for Final Hearing; Motion GRANTED on Interim Basis (related document(s): 5 <i>Motion of the Debtor for Entry of Interim and Final Orders (I) Authorizing Debtor to Use Existing Bank Accounts and Business Forms; and (II) Granting the Debtor an Extension of Time to Comply with Section 345(b) of the Bankruptcy Code</i> filed by Hopeman Brothers, Inc.). Appearances: Tyler P. Brown for Debtor; Kathryn Montgomery on behalf of the Office of the U.S Trustee. Final Hearing scheduled for 08/06/2024 at 10:00 AM at

		Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (PeggyRintye)
07/02/2024	29	Hearing held; Motion GRANTED on a Final Basis (related document(s): 6 <i>Motion of the Debtor for Entry of an Order (I) Authorizing the Listing of Addresses of Counsel for Personal Injury Claimants in the Creditor Matrix in Lieu of Claimants Addresses; (II) Approving Notice Procedures for Such Claimants filed by Hopeman Brothers, Inc.</i>). Appearances: Tyler P. Brown for Debtor; Kathryn Montgomery on behalf of the Office of the U.S Trustee. (PeggyRintye)
07/02/2024	30	Hearing Held and Continued for Final Hearing; Motion GRANTED on Interim Basis (related document(s): 7 <i>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 by Hopeman Brothers, Inc.</i>). Declaration of Christopher Lascell Admitted. Appearances: Tyler P. Brown and Henry Long for Debtor; Kathryn Montgomery on behalf of the Office of the U.S. Trustee; Matthew Clark and Mickey P. Landry of Landry & Swarr LLC on behalf of Claimants in the Direct Action Lawsuits in the State of Louisiana; Jonathan Clement of Roussell & Clement on behalf of Claimants in the Direct Action Lawsuits in the State of Louisiana; Jeffrey A Liesemer on behalf of Certain Clients of Simmons Hanly Conroy LLC, Brayton Purcell LLP, The Gori Law Firm, P.C., Peter Angelos Law, and Simon Greenstone Panatier, PC. Final Hearing scheduled for 08/06/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (PeggyRintye)
07/02/2024	31 (8 pgs)	Order Granting Interim Order (I) Authorizing Debtor To Maintain Existing Bank Accounts and Business Forms; And (II) Granting The Debtor An Extension Of Time To Comply With The Requirements Of Section 345(b) Of the Bankruptcy Code. (Related Doc # 5) (Jessel, Renier)
07/02/2024	32 (5 pgs)	Order (I) Authorizing The Listing Of Addresses Of Counsel For Personal Injury Claimants In the Creditor Matrix In Lieu Of Claimants' Addresses; (II) Approving Notice Procedures For Such Claimants; And (III) Granting Related Relief. (Related Doc # 6) (Jessel, Renier)
07/02/2024	33 (10 pgs)	Order (I) Waiving The Requirement To Submit A Formatted Mailing Matrix; (II) Approving The Form And Manner Of Notice Of Commencement Of The Chapter 11 Case; And (III) Granting Related Relief. (Related Doc # 4) (Jessel, Renier)
07/02/2024	34 (8 pgs)	Order (I) Authorizing The Appointment Of Kurtzman Carson Consultants, LLC DBA Verita Global As Claims And Noticing Agent Effective As Of The Petition Date; And (II) Granting Related Relief. (Related Doc # 3) (Jessel, Renier)
07/03/2024	35 (17 pgs)	Order Granting Intern Order Extending The automatic Stay To Asbestos-Related Actions Against Non-Debtor Defendants (Related Doc # 7) (Jessel, Renier)
07/03/2024	36	LBR 1007-1 Schedule(s) and/or Statement Deficiency; and Hearing Thereon. Incomplete Filings due by 7/15/2024. Hearing scheduled for 8/14/2024 at 09:30 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Jessel, Renier)

07/03/2024	37	Request for Notice of Meeting of Creditors. 341 meeting to be held on 8/6/2024 at 02:30 PM at Richmond Division (11): Office of the U.S. Trustee, Telephonic meeting - see notice for details. Proof of Claims due by 11/4/2024. Complaint for Determination of Dischargeability of Debt due by 10/7/2024. (Jessel, Renier)
07/03/2024	38	Clerk's Certificate of Mailing. A copy of this document was mailed by first class mail postage prepaid to IRS at PO Box 7346, Philadelphia, PA 19101-7346 and US. Securities and Exchange at 950 East Paces Ferry Road, Suite 900, Atlanta, Georgia, 30326-1382 parties in interest herein as required by the Bankruptcy Code, Bankruptcy Rules and Local Rules. (Re: related document(s) 1 Chapter 11 Voluntary Petition filed by Hopeman Brothers, Inc.) (Jessel, Renier)
07/03/2024	39 (3 pgs)	Statement (<i>Notice of Commencement of Chapter 11 Case and Meeting of Creditors</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/04/2024	40 (4 pgs)	BNC certificate of mailing of order (Re: related document(s) 17 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 07/05/2024)
07/04/2024	41 (4 pgs)	BNC certificate of mailing of order (Re: related document(s) 18 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 07/05/2024)
07/04/2024	42 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 19 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 07/05/2024)
07/04/2024	43 (3 pgs)	BNC certificate of mailing of order (Re: related document(s) 25 Order of Designation) (Admin.) (Entered: 07/05/2024)
07/04/2024	44 (10 pgs)	BNC certificate of mailing of order (Re: related document(s) 31 Order on Motion to Authorize) (Admin.) (Entered: 07/05/2024)
07/04/2024	45 (7 pgs)	BNC certificate of mailing of order (Re: related document(s) 32 Order on Motion to Authorize) (Admin.) (Entered: 07/05/2024)
07/04/2024	46 (12 pgs)	BNC certificate of mailing of order (Re: related document(s) 33 Order on Motion to Approve) (Admin.) (Entered: 07/05/2024)
07/04/2024	47 (10 pgs)	BNC certificate of mailing of order (Re: related document(s) 34 Order on Motion to Authorize) (Admin.) (Entered: 07/05/2024)
07/05/2024	48 (4 pgs)	Notice of LBR 1007-1 Deficiency (Re: related document(s) 36 LBR 1007-1, and/or 1007-3, and/or 3015 Case Filing/Plan Deficiency) (Admin.) (Entered: 07/06/2024)
07/05/2024	49 (5 pgs)	Notice of Meeting of Creditors (Re: related document(s) 37 Request for Notice of Meeting of Creditors) (Admin.) (Entered: 07/06/2024)
07/05/2024	50 (3 pgs)	Notice of Electronic Filing Procedure (Admin.) (Entered: 07/06/2024)
07/05/2024	51 (19 pgs)	BNC certificate of mailing of order (Re: related document(s) 35 Order on Motion to Approve) (Admin.) (Entered: 07/06/2024)

<p>07/09/2024</p>	<p>52 (14 pgs)</p>	<p>Affidavit of Service (Re: related document(s) 31 Order on Motion to Authorize, 32 Order on Motion to Authorize, 33 Order on Motion to Approve, 34 Order on Motion to Authorize, 35 Order on Motion to Approve) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)</p>
<p>07/10/2024</p>	<p>53 (80 pgs)</p>	<p>Motion to Approve Compromise under FRBP 9019 (<i>Motion of the Debtor for Entry of an Order (I) Approving the Settlement Agreement and Release Between the Debtor and Certain Settling Insurers; (II) Approving the Sale of Certain Insurance Policies; (IV) Issuing an Injunction Pursuant to the Sale of Certain Insurance Policies; and (V) Granting Related Relief</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)</p>
<p>07/10/2024</p>	<p>54 (23 pgs)</p>	<p>Motion to Approve (<i>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</i>) with Notice of Hearing, filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. Hearing scheduled for 8/6/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Long, Henry)</p>
<p>07/12/2024</p>	<p>55 (58 pgs)</p>	<p>Transcript filed Re: Hearing Held 7/2/2024, Remote electronic access to the transcript is restricted until 10/10/2024. The transcript may be viewed at the Bankruptcy Court Clerk's Office. [For information about how to contact the transcriber, call the Clerk's Office] or [Contact the Court Reporter/Transcriber eScribers, LLC, Telephone number 800-257-0885.] [Transcript Purchased by Cecilia Guerrero.] (RE: related document(s) 26 Hearing held; Motion GRANTED on Final Basis (related document(s): 3 <i>Application of the Debtor for Entry of an Order (I) Authorizing the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date</i> filed by Hopeman Brothers, Inc.). <i>Appearances: Tyler P. Brown for Debtor; Kathryn Montgomery on behalf of the Office of the U.S Trustee. (PeggyRintye)</i>, 27 Hearing held; Motion GRANTED on a Final Basis (related document(s): 4 <i>Motion of the Debtor for Entry of an Order (I) Waiving the Requirement to Submit a Formatted Mailing Matrix, (II) Approving the Form and Manner of Notice of Commencement of the Chapter 11 Case</i> filed by Hopeman Brothers, Inc.) <i>Appearances: Tyler P. Brown for Debtor; Kathryn Montgomery on behalf of the Office of the U.S Trustee. (PeggyRintye)</i>, 29 Hearing held; Motion GRANTED on a Final Basis (related document(s): 6 <i>Motion of the Debtor for Entry of an Order (I) Authorizing the Listing of Addresses of Counsel for Personal Injury Claimants in the Creditor Matrix in Lieu of Claimants Addresses; (II) Approving Notice Procedures for Such Claimants</i> filed by Hopeman Brothers, Inc.) <i>Appearances: Tyler P. Brown for Debtor; Kathryn Montgomery on behalf of the Office of the U.S Trustee. (PeggyRintye)</i>, 30 Hearing Held and Continued for Final Hearing; Motion GRANTED on Interim Basis (related document(s): 7 <i>Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants</i> filed by Hopeman Brothers, Inc.). <i>Declaration of Christopher Lascell Admitted. Appearances: Tyler P. Brown and Henry Long for Debtor; Kathryn Montgomery on behalf of the Office of the U.S. Trustee; Matthew Clark and Mickey P. Landry of Landry & Swarr LLC on behalf of Claimants in the Direct Action Lawsuits in the State</i></p>

		<i>of Louisiana; Jonathan Clement of Roussell & Clement on behalf of Claimants in the Direct Action Lawsuits in the State of Louisiana; Jeffrey A Liesemer on behalf of Certain Clients of Simmons Hanly Conroy LLC, Brayton Purcell LLP, The Gori Law Firm, P.C., Peter Angelos Law, and Simon Greenstone Panatier, PC. Final Hearing scheduled for 08/06/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (PeggyRintye)). Notice of Intent to Request Redaction Deadline Due By 07/19/2024. Redaction Request Due By 08/2/2024. Redacted Transcript Submission Due By 08/12/2024. Transcript access will be restricted through 10/10/2024. (Gottlieb, Jason)</i>
07/12/2024	56 (92 pgs)	Chapter 11 Plan (<i>Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/12/2024	57 (148 pgs)	Disclosure Statement (<i>Disclosure Statement with Respect to Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/14/2024	58 (4 pgs)	Notice of Filing of Official Transcript. Notice is hereby given that an official transcript has been filed. Pursuant to the new policy adopted by the Judicial Conference, transcripts are available for inspection only at the clerk's office or may be purchased from the court transcriber for a 90 day period. (Re: related document(s) 55 Transcript filed) (Admin.) (Entered: 07/15/2024)
07/15/2024	59 (79 pgs)	Non-Individual Schedule(s) and/or Statement(s), Lists (<i>Schedules of Assets and Liabilities</i>) (Re: related document(s) 36 LBR 1007-1, and/or 1007-3, and/or 3015 Case Filing/Plan Deficiency) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/15/2024	60 (30 pgs)	Non-Individual Schedule(s) and/or Statement(s), Lists (<i>Statements of Financial Affairs</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/16/2024	61 (103 pgs)	Motion to Approve (<i>Debtor's Motion for Entry of an Order (I) Approving the Adequacy of the Disclosure Statement; (II) Approving the Solicitation Procedures in Connection with the Debtor's Plan of Liquidation; (III) Approving the Forms of Ballots and Notices Related Thereto; (IV) Scheduling a Hearing to Consider Confirmation of the Debtor's Plan of Liquidation; (V) Establishing Certain Deadlines with Respect Thereto; and (VI) Granting Related Relief</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/16/2024	62 (3 pgs)	Notice of Hearing (<i>Notice of Disclosure Statement Hearing</i>) (Re: related document(s) 57 Disclosure Statement filed by Hopeman Brothers, Inc., 61 Motion to Approve filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. Hearing scheduled for 9/24/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Long, Henry)

07/16/2024	63 (2 pgs)	Notification of Omnibus Hearing Dates (<i>Notice of Omnibus Hearing Dates</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/17/2024	64 (25 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 39 Statement filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/17/2024	65 (6 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 54 Motion to Approve filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/17/2024	66 (4 pgs)	Non-Individual Schedule(s) and/or Statement(s), Lists (<i>Schedule H: Codebtors</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/18/2024	67	Hearing Cancelled (Re: related document(s) 36 LBR 1007-1, and/or 1007-3, and/or 3015 Case Filing/Plan Deficiency) (Jessel, Renier)
07/19/2024	68 (3 pgs)	Notice of Appearance <i>and Request for Service</i> filed by Dion W. Hayes of McGuireWoods LLP on behalf of Huntington Ingalls Industries, Inc.. (Hayes, Dion)
07/22/2024	69 (2 pgs)	Appointment of Unsecured Creditors Committee Filed by Kathryn R. Montgomery of Office of the United States Trustee on behalf of Gerard R. Vetter (Montgomery, Kathryn)
07/22/2024	70 (41 pgs)	Application to Employ (<i>Application of the Debtor for Entry of an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP and its Counsel Effective as of the Petition Date</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/22/2024	71 (39 pgs)	Application to Employ (<i>Application of the Debtor for Entry of an Order (I) Authorizing the Appointment of Blank Rome LLP as Special Insurance Counsel Effective as of the Petition Date and (II) Granting Related Relief</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/22/2024	72 (39 pgs)	Application to Employ (<i>Application of the Debtor for Entry of an Order (I) Authorizing the Appointment of Courington, Kiefer, Sommers, Marullo & Matherne, L.L.C. as Special Asbestos Counsel Effective as of the Petition Date and (II) Granting Related Relief</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/22/2024	73 (21 pgs)	Motion to Approve (<i>Motion of the Debtor for Entry of an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals and (II) Granting Related Relief</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)

07/22/2024	74 (39 pgs)	Motion to Approve (<i>Motion of the Debtor for Entry of an Order (I) Establishing Bar Dates for Submitting Proofs of Non-Asbestos Claim; (II) Approving Procedures for Submitting Proofs of Non-Asbestos Claim; (III) Approving Notice Thereof; (IV) Approving a Tailored Proof of Non-Asbestos Claim Form; and (V) Granting Related Relief</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/22/2024	75 (41 pgs)	Application to Employ (<i>Application of the Debtor for Entry of Order Authorizing Retention and Employment of Stout Risius Ross, LLC as Financial Advisor for the Debtor and Debtor in Possession Effective as of the Petition Date</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/22/2024	76 (3 pgs)	Notice of Motion and Notice of Hearing (Re: related document(s) 70 Application to Employ filed by Hopeman Brothers, Inc., 71 Application to Employ filed by Hopeman Brothers, Inc., 72 Application to Employ filed by Hopeman Brothers, Inc., 75 Application to Employ filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. Hearing scheduled for 8/6/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Long, Henry)
07/22/2024	77 (3 pgs)	Notice of Motion and Notice of Hearing (Re: related document(s) 73 Motion to Approve filed by Hopeman Brothers, Inc., 74 Motion to Approve filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. Hearing scheduled for 8/6/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Long, Henry)
07/25/2024	78 (8 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 70 Application to Employ filed by Hopeman Brothers, Inc., 71 Application to Employ filed by Hopeman Brothers, Inc., 72 Application to Employ filed by Hopeman Brothers, Inc., 73 Motion to Approve filed by Hopeman Brothers, Inc., 74 Motion to Approve filed by Hopeman Brothers, Inc., 75 Application to Employ filed by Hopeman Brothers, Inc., 76 Notice of Motion and Notice of Hearing filed by Hopeman Brothers, Inc., 77 Notice of Motion and Notice of Hearing filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/29/2024	79 (4 pgs)	Notice of Appearance <i>and Request for Service of Papers</i> filed by Kollin Geoffrey Bender of Hirschler Fleischer, P.C. on behalf of Certain Clients of Roussel & Clement. (Bender, Kollin)
07/29/2024	80 (10 pgs)	Motion to Appear Pro Hac Vice <i>for Benjamin P. Dinehart, Esq.</i> filed by Kollin Geoffrey Bender of Hirschler Fleischer, P.C. on behalf of Certain Clients of Roussel & Clement. (Bender, Kollin)
07/29/2024	81 (10 pgs)	Motion to Appear Pro Hac Vice <i>for Gerolyn P. Roussel, Esq.</i> filed by Kollin Geoffrey Bender of Hirschler Fleischer, P.C. on behalf of Certain Clients of Roussel & Clement. (Bender, Kollin)

07/29/2024	82 (10 pgs)	Motion to Appear Pro Hac Vice <i>for Jonathan B. Clement, Esq.</i> filed by Kollin Geoffrey Bender of Hirschler Fleischer, P.C. on behalf of Certain Clients of Roussel & Clement. (Bender, Kollin)
07/30/2024	83 (6 pgs)	Certificate of Service (Re: related document(s) 59 Schedule(s) and/or Statement(s), Lists Filed filed by Hopeman Brothers, Inc., 60 Schedule(s) and/or Statement(s), Lists Filed filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/30/2024	84 (9 pgs)	Certificate of Service (Re: related document(s) 56 Chapter 11 Plan filed by Hopeman Brothers, Inc., 57 Disclosure Statement filed by Hopeman Brothers, Inc., 61 Motion to Approve filed by Hopeman Brothers, Inc., 62 Notice of Hearing filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/30/2024	85 (6 pgs)	Certificate of Service (Re: related document(s) 66 Schedule(s) and/or Statement(s), Lists Filed filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/30/2024	86 (1000 pgs; 52 docs)	Objection <i>Opposition and Objection to Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants</i> (Re: related document(s) 35 Order on Motion to Approve) filed by Kollin Geoffrey Bender of Hirschler Fleischer, P.C. on behalf of Certain Clients of Roussel & Clement. (Attachments: # 1 Exhibit(s) 1 # 2 Exhibit(s) 2 # 3 Exhibit(s) 3 # 4 Exhibit(s) 4 # 5 Exhibit(s) 5 # 6 Exhibit(s) 6 # 7 Exhibit(s) 7 # 8 Exhibit(s) 8 # 9 Exhibit(s) 9 # 10 Exhibit(s) 10 # 11 Exhibit(s) 11 # 12 Exhibit(s) 12 # 13 Exhibit(s) 13 # 14 Exhibit(s) 14 # 15 Exhibit(s) 15 # 16 Exhibit(s) 16 # 17 Exhibit(s) 17 # 18 Exhibit(s) 18 # 19 Exhibit(s) 19 # 20 Exhibit(s) 20 # 21 Exhibit(s) 21 # 22 Exhibit(s) 22 # 23 Exhibit(s) 23 # 24 Exhibit(s) 24 # 25 Exhibit(s) 25 # 26 Exhibit(s) 26 # 27 Exhibit(s) 27 # 28 Exhibit(s) 28 # 29 Exhibit(s) 29 # 30 Exhibit(s) 30 # 31 Exhibit(s) 31 # 32 Exhibit(s) 32 # 33 Exhibit(s) 33 # 34 Exhibit(s) 34 # 35 Exhibit(s) 35 # 36 Exhibit(s) 36 # 37 Exhibit(s) 37 # 38 Exhibit(s) 38 # 39 Exhibit(s) 39 # 40 Exhibit(s) 40 # 41 Exhibit(s) 41 # 42 Exhibit(s) 42 # 43 Exhibit(s) 43 # 44 Exhibit(s) 44 # 45 Exhibit(s) 45 # 46 Exhibit(s) 46 # 47 Exhibit(s) 47 # 48 Exhibit(s) 48 # 49 Exhibit(s) 49 # 50 Exhibit(s) 50 # 51 Exhibit(s) 51) (Bender, Kollin)
07/30/2024	87 (3 pgs)	Supplemental Certificate of Service (Re: related document(s) 39 Statement filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
07/31/2024	88 (9 pgs)	Motion to Appear Pro Hac Vice [<i>Philip Hoffman, Esquire</i>] filed by Jennifer J. West of Spotts Fain PC on behalf of Law Office of Philip C. Hoffman. (West, Jennifer)
08/01/2024	89 (3 pgs)	Notice of Continued Hearing (<i>Notice of Adjournment of Matters Scheduled for Hearing on August 6, 2024</i>) (Re: related document(s) 5 Motion to Authorize filed by Hopeman Brothers, Inc., 7 Motion to Approve filed by Hopeman Brothers, Inc., 54 Motion to Approve filed by Hopeman Brothers, Inc., 70 Application to Employ filed by Hopeman Brothers, Inc., 71 Application to Employ filed by Hopeman

		Brothers, Inc., 72 Application to Employ filed by Hopeman Brothers, Inc., 73 Motion to Approve filed by Hopeman Brothers, Inc., 74 Motion to Approve filed by Hopeman Brothers, Inc., 75 Application to Employ filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. Hearing scheduled for 9/10/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Long, Henry)
08/01/2024	90 (9 pgs)	Motion to Appear Pro Hac Vice [<i>Mark Alan Mintz, Esquire</i>] filed by Jennifer J. West of Spotts Fain PC on behalf of Boling Law Firm, Law Office of Philip C. Hoffman. (West, Jennifer)
08/01/2024	91 (9 pgs)	Motion to Appear Pro Hac Vice [<i>Jeremiah Boling, Esquire</i>] filed by Jennifer J. West of Spotts Fain PC on behalf of Boling Law Firm. (West, Jennifer)
08/02/2024	92 (2 pgs)	Statement (<i>Notice of Cancellation of Hearing Scheduled for August 6, 2024, at 10:00 a.m. (prevailing Eastern Time)</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
08/05/2024	93 (3 pgs)	Order Granting Motion For Admission Of Benjamin P. Dinehart to Practice, Pro Hac Vice, Under Local Bankruptcy Rule 2090-1(E)(3) (Related Doc # 80) (Jessel, Renier)
08/05/2024	94 (3 pgs)	Order Granting Motion For Admission Of Gerolyn P. Roussel To Praticce, Pro Hac Vice, Under Local Bankruptcy Rule 2090-1(E)(3) (Related Doc # 81) (Jessel, Renier)
08/05/2024	95 (3 pgs)	Order Granting Motion For Admission Of Jonathan B. Clement To Practice, Pro Hac Vice, Under Local Bankruptcy Rule 2090-1(E)(3) (Related Doc # 82) (Jessel, Renier)
08/05/2024	96 (4 pgs)	Order Granting Motion For Admission Pro Hac Vice (Related Doc # 88) (Jessel, Renier)
08/05/2024	97 (4 pgs)	Order Granting Motion For Admission Pro Hac Vice (Related Doc # 90) (Jessel, Renier)
08/05/2024	98 (4 pgs)	Order Granting Motion for Admission Pro Hac Vice (Related Doc # 91) (Jessel, Renier)
08/07/2024	99 (7 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 92 Statement filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
08/07/2024	100 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 93 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 08/08/2024)
08/07/2024	101 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 94 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 08/08/2024)

08/07/2024	102 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 95 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 08/08/2024)
08/07/2024	103 (6 pgs)	BNC certificate of mailing of order (Re: related document(s) 96 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 08/08/2024)
08/07/2024	104 (6 pgs)	BNC certificate of mailing of order (Re: related document(s) 97 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 08/08/2024)
08/07/2024	105 (6 pgs)	BNC certificate of mailing of order (Re: related document(s) 98 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 08/08/2024)
08/15/2024	106 (2 pgs)	Notice of Withdrawal of Appearance (Re: related document(s) 23 Notice of Appearance filed by Certain Clients of Simmons Hanly Conroy LLC, Brayton Purcell LLP, The Gori Law Firm, P.C., Peter Angelos Law, and Simon Greenstone Panatier, PC) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Certain Clients of Simmons Hanly Conroy LLC, Brayton Purcell LLP, The Gori Law Firm, P.C., Peter Angelos Law, and Simon Greenstone Panatier, PC. (Liesemer, Jeffrey)
08/15/2024	107 (9 pgs)	Motion to Appear Pro Hac Vice <i>for Kevin C. Maclay</i> filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/15/2024	108 (9 pgs)	Motion to Appear Pro Hac Vice <i>for Todd E. Phillips</i> filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/15/2024	109 (9 pgs)	Motion to Appear Pro Hac Vice <i>for Kevin M. Davis</i> filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/15/2024	110 (9 pgs)	Motion to Appear Pro Hac Vice <i>for Nathaniel R. Miller</i> filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/15/2024	111 (3 pgs)	Notice of Appearance <i>and Request for Service of Notices and Papers</i> filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/20/2024	112 (40 pgs)	Application to Employ (<i>Application of the Official Committee of Unsecured Creditors to Retain and Employ Caplin & Drysdale, Chartered as the Committees Counsel, Effective Nunc Pro Tunc as of July 22, 2024</i>) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/20/2024	113 (4 pgs)	Notice of Motion and Notice of Hearing (Re: related document(s) 112 Application to Employ filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. Hearing scheduled for 9/10/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Liesemer, Jeffrey)

08/21/2024	114 (16 pgs)	Chapter 11 Monthly Operating Report for the Month Ending: 07/31/2024 filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
08/23/2024	115 (7 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 114 Chapter 11 Monthly Operating Report UST Form 11-MOR filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
08/25/2024	116 (4 pgs)	Supplemental Declaration (<i>Supplemental Declaration of Tyler P. Brown in Support of the Application of the Debtor for Entry of an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Its Counsel Effective as of the Petition Date</i>) (Re: related document(s) 70 Application to Employ filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
08/25/2024	117 (4 pgs)	Supplemental Declaration (<i>Supplemental Declaration of Kyle Philip Brinkman in Support of the Application of the Debtor for Entry of an Order (I) Authorizing the Retention and Employment of Blank Rome LLP as Special Insurance Counsel Effective as of the Petition Date and (II) Granting Related Relief</i>) (Re: related document(s) 71 Application to Employ filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
08/25/2024	118 (6 pgs)	Supplemental Declaration (<i>Supplemental Declaration of Kaye N. Courington in Support of the Application of the Debtor for Entry of an Order (I) Authorizing the Retention and Employment of Courington, Kiefer, Sommers, Marullo & Materhene, L.L.C. as Special Asbestos Counsel Effective as of the Petition Date and (II) Granting Related Relief</i>) (Re: related document(s) 72 Application to Employ filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
08/25/2024	119 (5 pgs)	Supplemental Declaration (<i>Supplemental Declaration of Ronald Van Epps in Support of the Application of the Debtor for Entry of an Order Authorizing the Retention and Employment of Stout Risius Ross, LLC as Financial Advisor for the Debtor and Debtor in Possession Effective as of the Petition Date</i>) (Re: related document(s) 75 Application to Employ filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
08/26/2024	120 (16 pgs)	Motion to Continue (<i>Motion of the Official Committee of Unsecured Creditors to Extend the Response Deadline and Continue the Hearing on the Debtor's Insurance Settlement Procedures Motion</i>) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/26/2024	121 (3 pgs)	Notice of Motion and Notice of Hearing (Re: related document(s) 120 Motion to Continue filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. Hearing scheduled for 9/10/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Liesemer, Jeffrey)

08/28/2024	122 (19 pgs)	Motion to Extend Time <i>Motion to Extend the Response Deadline and Continue Hearing on the Debtor's Insurance Settlement Procedures</i> filed by Kollin Geoffrey Bender of Hirschler Fleischer, P.C. on behalf of Certain Clients of Roussel & Clement. (Bender, Kollin)
08/28/2024	123 (5 pgs)	Notice of Motion and Notice of Hearing (Re: related document(s) 122 Motion to Extend Time filed by Certain Clients of Roussel & Clement) filed by Kollin Geoffrey Bender of Hirschler Fleischer, P.C. on behalf of Certain Clients of Roussel & Clement. Hearing scheduled for 9/10/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Bender, Kollin)
08/28/2024	124 (39 pgs)	Application to Employ (<i>Application of the Official Committee of Unsecured Creditors to Retain and Employ Morgan, Lewis & Bockius LLP as the Committee's Special Insurance Counsel, Effective Nunc Pro Tunc as of July 29, 2024</i>) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/28/2024	125 (3 pgs)	Notice of Motion and Notice of Hearing (Re: related document(s) 124 Application to Employ filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. Hearing scheduled for 10/8/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Liesemer, Jeffrey)
08/29/2024	126 (8 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 116 Declaration filed by Hopeman Brothers, Inc., 117 Declaration filed by Hopeman Brothers, Inc., 118 Declaration filed by Hopeman Brothers, Inc., 119 Declaration filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
08/30/2024	127 (3 pgs)	Supplemental Declaration (<i>Second Supplemental Declaration of Tyler P. Brown in Support of the Application of the Debtor for Entry of an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Its Counsel Effective as of the Petition Date</i>) (Re: related document(s) 70 Application to Employ filed by Hopeman Brothers, Inc., 116 Declaration filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
08/30/2024	128 (3 pgs)	Supplemental Declaration (<i>Second Supplemental Declaration of Kyle Philip Brinkman in Support of the Application of the Debtor for Entry of an Order (I) Authorizing the Retention and Employment of Blank Rome LLP as Special Insurance Counsel Effective as of the Petition Date and (II) Granting Related Relief</i>) (Re: related document(s) 71 Application to Employ filed by Hopeman Brothers, Inc., 117 Declaration filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
08/30/2024	129 (3 pgs)	Supplemental Declaration (<i>Second Supplemental Declaration of Kaye N. Courington in Support of the Application of the Debtor for Entry of an Order (I) Authorizing the Appointment of Courington, Kiefer, Sommers, Marullo & Materhene, L.L.C. as Special Asbestos Counsel Effective as of the Petition Date and (II) Granting Related Relief</i>) (Re: related













		document(s) 72 Application to Employ filed by Hopeman Brothers, Inc., 118 Declaration filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
08/30/2024	130 (3 pgs)	Supplemental Declaration (<i>Second Supplemental Declaration of Ronald Van Epps in Support of the Application of the Debtor for Entry of an Order Authorizing the Retention and Employment of Stout Risius Ross, LLC as Financial Advisor for the Debtor and Debtor in Possession Effective as of the Petition Date</i>) (Re: related document(s) 75 Application to Employ filed by Hopeman Brothers, Inc., 119 Declaration filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
08/30/2024	131 (9 pgs)	Motion to Appear Pro Hac Vice <i>for David Cox</i> filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/30/2024	132 (10 pgs)	Motion to Appear Pro Hac Vice <i>for Brady Edwards</i> filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/30/2024	133 (10 pgs)	Motion to Appear Pro Hac Vice <i>for W. Brad Nes</i> filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/30/2024	134 (9 pgs)	Motion to Appear Pro Hac Vice <i>for Jeffrey Raskin</i> filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/30/2024	135 (32 pgs; 2 docs)	Objection <i>and Reservation of Rights Regarding Motion Of Debtor For Entry Of Interim And Final Orders Extending Automatic Stay To Stay Asbestos-Related Actions Against Non-Debtor Defendants</i> (Re: related document(s) 7 Motion to Approve filed by Hopeman Brothers, Inc.) filed by Dion W. Hayes of McGuireWoods LLP on behalf of Huntington Ingalls Industries, Inc.. (Attachments: # 1 Exhibit(s) A) (Hayes, Dion)
08/30/2024	136 (9 pgs)	Objection <i>To Motion Of Debtor For Entry Of Order (I) Establishing Procedures To Schedule Hearings To Consider Insurer Settlement Motions; (II) Approving Form And Manner Of Notice Thereof; And (III) Granting Related Relief</i> (Re: related document(s) 54 Motion to Approve filed by Hopeman Brothers, Inc.) filed by Dion W. Hayes of McGuireWoods LLP on behalf of Huntington Ingalls Industries, Inc.. (Hayes, Dion)
08/30/2024	137 (11 pgs)	Objection <i>to 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</i> (Re: related document(s) 54 Motion to Approve filed by Hopeman Brothers, Inc.) filed by Kollin Geoffrey Bender of Hirschler Fleischer, P.C. on behalf of Certain Clients of Roussel & Clement. (Bender, Kollin)
08/30/2024	138 (11 pgs)	Objection <i>Opposition and Objection to Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants</i> (Re: related document(s) 7 Motion to Approve filed by Hopeman Brothers, Inc.) filed

		by Jennifer J. West of Spotts Fain PC on behalf of Boling Law Firm, Law Office of Philip C. Hoffman. (West, Jennifer)
08/30/2024	139 (6 pgs)	Objection to <i>Application of the Debtor for Entry of an Order (I) Authorizing the Appointment of Courington, Kiefer, Sommers, Marullo & Matherne, L.L.C. as Special Asbestos Counsel Effective as of the Petition Date and (II) Granting Related Relief</i> (Re: related document(s) 72 Application to Employ filed by Hopeman Brothers, Inc.) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/30/2024	140 (7 pgs)	Objection to <i>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</i> (Re: related document(s) 54 Motion to Approve filed by Hopeman Brothers, Inc.) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/30/2024	141 (12 pgs)	Objection to <i>Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants</i> (Re: related document(s) 7 Motion to Approve filed by Hopeman Brothers, Inc.) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/30/2024	142 (8 pgs)	Notice and Deposition Subpoena (<i>Notice of Service of Deposition Subpoena</i>) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/30/2024	143 (30 pgs)	Motion for 2004 Examination (<i>Motion of the Official Committee of Unsecured Creditors Under Bankruptcy Rule 2004 to Examine the Debtor</i>) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
08/30/2024	144 (3 pgs)	Notice of Motion and Notice of Hearing (Re: related document(s) 143 Motion for 2004 Examination filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. Hearing scheduled for 10/8/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Liesemer, Jeffrey)
09/05/2024	145 (8 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 127 Declaration filed by Hopeman Brothers, Inc., 128 Declaration filed by Hopeman Brothers, Inc., 129 Declaration filed by Hopeman Brothers, Inc., 130 Declaration filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/06/2024	146 (3 pgs)	Certification (<i>Certificate of No Objection</i>) (Re: related document(s) 71 Application to Employ filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)

09/06/2024	147 (3 pgs)	Certification (<i>Certificate of No Objection</i>) (Re: related document(s) 70 Application to Employ filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/06/2024	148 (3 pgs)	Certification (<i>Certificate of No Objection</i>) (Re: related document(s) 75 Application to Employ filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/06/2024	149 (22 pgs)	Certification (<i>Certificate of No Objection and Notice of Filing of Revised Proposed Order</i>) (Re: related document(s) 5 Motion to Authorize filed by Hopeman Brothers, Inc., 31 Order on Motion to Authorize) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/06/2024	150 (24 pgs)	Certification (<i>Certificate of No Objection and Notice of Filing of Revised Proposed Order</i>) (Re: related document(s) 73 Motion to Approve filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/06/2024	151 (47 pgs)	Certification (<i>Certificate of No Objection and Notice of Filing of Revised Proposed Order</i>) (Re: related document(s) 74 Motion to Approve filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/06/2024	152 (9 pgs)	Proposed Hearing Agenda filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/08/2024	153 (8 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 112 Application to Employ filed by Official Committee of Unsecured Creditors, 113 Notice of Motion and Notice of Hearing filed by Official Committee of Unsecured Creditors, 120 Motion to Continue filed by Official Committee of Unsecured Creditors, 121 Notice of Motion and Notice of Hearing filed by Official Committee of Unsecured Creditors, 124 Application to Employ filed by Official Committee of Unsecured Creditors, 125 Notice of Motion and Notice of Hearing filed by Official Committee of Unsecured Creditors, 139 Objection to Motion/Application filed by Official Committee of Unsecured Creditors, 140 Objection to Motion/Application filed by Official Committee of Unsecured Creditors, 141 Objection filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
09/08/2024	154 (7 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 143 Motion for 2004 Examination filed by Official Committee of Unsecured Creditors, 144 Notice of Motion and Notice of Hearing filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
09/09/2024	155 (12 pgs)	Response to (<i>Reply in Support of the Application of the Debtor to Retain Courington, Kiefer, Sommers, Marullo & Matherne, L.L.C. as Special Counsel</i>) (Re: related document(s) 72 Application to Employ filed by Hopeman Brothers, Inc., 139 Objection to Motion/Application filed by

		Official Committee of Unsecured Creditors) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/09/2024	156 (37 pgs)	Reply (<i>Omnibus Reply of Debtor in Support of Settlement Procedures Motion and in Opposition to Motions to Continue Hearing on Settlement Procedures Motion</i>) (Re: related document(s) 54 Motion to Approve filed by Hopeman Brothers, Inc., 120 Motion to Continue filed by Official Committee of Unsecured Creditors, 122 Motion to Extend Time filed by Certain Clients of Roussel & Clement, 136 Objection filed by Huntington Ingalls Industries, Inc., 137 Objection to Motion/Application filed by Certain Clients of Roussel & Clement, 140 Objection to Motion/Application filed by Official Committee of Unsecured Creditors) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/09/2024	157 (191 pgs)	Reply (<i>Omnibus Reply in Support of Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants</i>) (Re: related document(s) 7 Motion to Approve filed by Hopeman Brothers, Inc., 86 Objection filed by Certain Clients of Roussel & Clement, 135 Objection filed by Huntington Ingalls Industries, Inc., 138 Objection filed by Law Office of Philip C. Hoffman, Boling Law Firm, 141 Objection filed by Official Committee of Unsecured Creditors) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/09/2024	158 (6 pgs)	List of Witnesses <i>and</i> , List of Exhibits (<i>Debtor's Witness and Exhibit List for September 10, 2024 Hearing at 10:00 A.M. (Prevailing Eastern Time)</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/09/2024	159 (59 pgs; 5 docs)	Motion for Protective Order filed by Douglas M. Foley of Kaufman & Canoles, P.C. on behalf of Liberty Mutual Insurance Company. (Attachments: # 1 Exhibit(s) Proposed Order # 2 Exhibit(s) UCC Request # 3 Exhibit(s) Disc Req # 4 Exhibit(s) Email re: Disc Req) (Foley, Douglas)
09/09/2024	160 (6 pgs; 2 docs)	Motion to Expedite Hearing (Related Document(s) 159 Motion for Protective Order filed by Liberty Mutual Insurance Company) filed by Douglas M. Foley of Kaufman & Canoles, P.C. on behalf of Liberty Mutual Insurance Company. (Attachments: # 1 Exhibit(s) Proposed Order) (Foley, Douglas)
09/09/2024	161 (3 pgs)	Notice of Appearance filed by Douglas M. Foley of Kaufman & Canoles, P.C. on behalf of Liberty Mutual Insurance Company. (Foley, Douglas)
09/09/2024	162 (9 pgs)	Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals and (II) Granting Related Relief. (Related Doc # 73) (Jessel, Renier)
09/09/2024	163 (5 pgs)	Order Authorizing The Retention And Employment Of Hunton Andrews Kurth LLP As Counsel For The Debtor Effective As Of The Petition Date. (Related Doc # 70) (Jessel, Renier)
09/09/2024	164 (5 pgs)	Order (I) Authorizing The Appointment Of Blank Rome LLP As Special Insurance Counsel Effective As Of The Petition Date And (II) Granting

		Related Relief. (Related Doc # 71) (Jessel, Renier)
09/09/2024	165 (6 pgs)	Order Authorizing Retention Of Stout Risius, LLC As Financial Advisor For The Debtor (Related Doc # 75) (Jessel, Renier)
09/09/2024	166 (1 pg)	Order Granting Motion to Expedite Hearing (Related Doc # 160) Hearing scheduled for 9/10/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Jessel, Renier)
09/09/2024	167 (2 pgs)	Notice of Hearing (Re: related document(s) 159 Motion for Protective Order filed by Liberty Mutual Insurance Company, 160 Motion to Expedite Hearing filed by Liberty Mutual Insurance Company) filed by Douglas M. Foley of Kaufman & Canoles, P.C. on behalf of Liberty Mutual Insurance Company. Hearing scheduled for 9/10/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Foley, Douglas)
09/09/2024	168 (60 pgs; 5 docs)	Corrected Motion for Protective Order filed by Douglas M. Foley of Kaufman & Canoles, P.C. on behalf of Liberty Mutual Insurance Company. (Attachments: # 1 Exhibit(s) A - Proposed Order # 2 Exhibit(s) B - UCC Requests # 3 Exhibit(s) C - BLL Requests # 4 Exhibit(s) D - Email) (Foley, Douglas)
09/09/2024	169 (6 pgs)	Amended Proposed Hearing Agenda filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/09/2024	170 (2 pgs)	Certification (<i>Certificate of No Objection</i>) (Re: related document(s) 112 Application to Employ filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
09/09/2024	171 (9 pgs; 3 docs)	Motion to Appear Pro Hac Vice <i>for Kevin John Finnerty</i> filed by Douglas M. Foley of Kaufman & Canoles, P.C. on behalf of Liberty Mutual Insurance Company. (Attachments: # 1 Exhibit(s) A - Proposed Order # 2 Exhibit(s) B - Application for Pro Hac Vice) (Foley, Douglas)
09/09/2024	172 (9 pgs; 3 docs)	Corrected Motion to Appear Pro Hac Vice <i>for Kevin John Finnerty</i> filed by Douglas M. Foley of Kaufman & Canoles, P.C. on behalf of Liberty Mutual Insurance Company. (Attachments: # 1 Exhibit(s) A - Proposed Order # 2 Exhibit(s) B - Application) (Foley, Douglas)
09/10/2024	173 (2 pgs)	Order Granting Motion For Admission Of Kevin John Finnerty To Practice, Pro Hac Vice, Under Local Bankruptcy Rule 2019-1(E)(3) (Related Doc # 172) (Jessel, Renier)
09/10/2024	174 (9 pgs; 3 docs)	Motion to Appear Pro Hac Vice <i>for Douglas Robert Gooding</i> filed by Douglas M. Foley of Kaufman & Canoles, P.C. on behalf of Liberty Mutual Insurance Company. (Attachments: # 1 Exhibit(s) A - Proposed Order # 2 Exhibit(s) B - PHV App) (Foley, Douglas)
09/10/2024	175 (9 pgs; 3 docs)	Motion to Appear Pro Hac Vice <i>for Jonathan David Marshall</i> filed by Douglas M. Foley of Kaufman & Canoles, P.C. on behalf of Liberty Mutual Insurance Company. (Attachments: # 1 Exhibit(s) A - Proposed Order # 2 Exhibit(s) B - PHV App) (Foley, Douglas)

09/10/2024	 176	Hearing held; Motion GRANTED; Debtor to submit order with November 4, 2024 Bar Date; (related document(s): 74 Motion to Approve filed by Hopeman Brothers, Inc.) Appearance Henry Pollard Long (DebraWeekley)
09/10/2024	 177	Hearing held; Application APPROVED; Order to be submitted; (related document(s): 112 Application to Employ filed by Official Committee of Unsecured Creditors) Appearance: Jeffrey Allen Liesemer (DebraWeekley)
09/10/2024	 178	Hearing held; Application APPROVED; Objection OVERRULED; Order to be endorsed by Office of the United States Trustee (related document(s): 72 Application to Employ filed by Hopeman Brothers, Inc.) Appearance: Tyler Brown, Jeffrey Liesemer (DebraWeekley)
09/10/2024	 179	Hearing held; Motions to Continue hearing DENIED; Motion to Approve Settlement Procedures GRANTED; Objections OVERRULED; Court to enter revised order; (related document(s): 54 Motion to Approve filed by Hopeman Brothers, Inc.) Appearance: Henry Pollard Long; Jeffrey Liesemer; Beth Sieg; David Cox; Kollin Bender; Jonathan Clement; Mark Mintz; Tyler Brown (DebraWeekley)
09/10/2024	 180	Hearing held; Motion GRANTED; Proposed orders to be submitted within two (2) days; (related document(s): 159 Motion for Protective Order filed by Liberty Mutual Insurance Company) Appearances: Douglas M. Foley; Kevin Finnerty; Tyler Brown; David Cox (DebraWeekley)
09/10/2024	 181	Hearing held; Motion GRANTED; Objections OVERRULED; Stay entered for six (6) months; Debtors Exhibits #3 through #8 and #10 ADMITTED; (related document(s): 7 Motion to Approve filed by Hopeman Brothers, Inc.) Appearance: Tyler Brown; David Cox; Mark Mintz; Beth Sieg; Jeffrey Liesemer; Jonathan Clement; Matthew Clark; Witness: Ron Van Epps (DebraWeekley)
09/10/2024	 182	Hearing held; Motion DENIED; (related document(s): 120 Motion to Continue filed by Official Committee of Unsecured Creditors) Appearance: Jeffrey Allen Liesemer (DebraWeekley)
09/10/2024	 183	Hearing held; Motion DENIED; (related document(s): 122 Motion to Extend Time filed by Certain Clients of Roussel & Clement) Appearance: Kollin Geoffrey Bender; Jonathan Clement (DebraWeekley)
09/11/2024	 184 (7 pgs)	Final Order (I) Authorizing Debtor To Maintain Existing Bank Accounts And Business Forms; And (II) Granting The Debtor An Extension Of Time To Comply With The Requirements Of Section 345(b) Of The Bankruptcy Code (Related Doc # 5) (Jessel, Renier)
09/11/2024	 185 (2 pgs)	Order Granting Motion For Admission Of Douglas Robert Gooding To Practice, Pro Hac Vice, Under Local Bankruptcy Rule 2090-1(E)(3) (Related Doc # 174) (Jessel, Renier)
09/11/2024	 186 (2 pgs)	Order Granting Motion For Admission Of Jonathan David Marshall To Practice, Pro Hac Vice, Under Local Bankruptcy Rule 2090-1(E)(3) (Related Doc # 175) (Jessel, Renier)
09/11/2024	 187 (5 pgs)	Order (I) Authorizing The Appointment Of Courington, Kiefer, Sommers, Marullo & Matherne, L.L.C. As Special Asbestos Counsel Effective As Of

		The Petition Date And (II) Granting Related Relief (Related Doc # 72) (Jessel, Renier)
09/11/2024	188 (3 pgs)	BNC certificate of mailing of order (Re: related document(s) 166 Order on Motion to Expedite Hearing) (Admin.) (Entered: 09/12/2024)
09/11/2024	189 (11 pgs)	BNC certificate of mailing of order (Re: related document(s) 162 Order on Motion to Approve) (Admin.) (Entered: 09/12/2024)
09/11/2024	190 (7 pgs)	BNC certificate of mailing of order (Re: related document(s) 163 Order on Application to Employ) (Admin.) (Entered: 09/12/2024)
09/11/2024	191 (7 pgs)	BNC certificate of mailing of order (Re: related document(s) 164 Order on Application to Employ) (Admin.) (Entered: 09/12/2024)
09/11/2024	192 (8 pgs)	BNC certificate of mailing of order (Re: related document(s) 165 Order on Application to Employ) (Admin.) (Entered: 09/12/2024)
09/12/2024	193 (23 pgs)	Order (I) ESTABLISHING BAR DATES FOR SUBMITTING PROOFS OF NONASBESTOSCLAIM; (II) APPROVING PROCEDURES FOR SUBMITTINGPROOFS OF NON-ASBESTOS CLAIM; (III) APPROVING NOTICE THEREOF;(IV) APPROVING A TAILORED PROOF OF NON-ASBESTOS CLAIM FORM; AND(V) GRANTING RELATED RELIEF (Related Doc # 74) (Jessel, Renier)
09/12/2024	194 (3 pgs)	Order Granting Motion for Admission of Kevin C. Maclay to Practice, Pro Hac Vice, Under Local Bankruptcy Rule 2090-1(E)(3) (Related Doc # 107) (Jessel, Renier)
09/12/2024	195 (3 pgs)	Order Granting Motion for Admission of Todd E. Phillips to practice, Pro Hac Vice, under local Bankruptcy Rule 2090-1(E)(3) (Related Doc # 108) (Jessel, Renier)
09/12/2024	196 (3 pgs)	Order Granting Motion for Admission of Kevin M. Davis to practice, Pro Hac Vice, under Bankruptcy Rule 2090-1(E)(3) (Related Doc # 109) (Jessel, Renier)
09/12/2024	197 (3 pgs)	Order Granting Motion for Admission of Nathaniel R. Miller to practice, Pro Hac Vice, under local Bankruptcy Rule 2090-1(E)(3) (Related Doc # 110) (Jessel, Renier)
09/12/2024	198 (3 pgs)	Order Granting Motion for Admission of David Cox to practice, Pro Hac Vice, under local Bankruptcy Rule 2090-1(E)(3) (Related Doc # 131) (Jessel, Renier)
09/12/2024	199 (3 pgs)	Order Granting Motion for Admission of Brady Edwards to practice, Pro Hac Vice, under local Bankruptcy Rule 2090-1(E)(3) (Related Doc # 132) (Jessel, Renier)
09/12/2024	200 (3 pgs)	Order Granting Motion for admission of W. Brad Nes to practice, Pro Hac Vice, under local Bankruptcy Rule 2090-1(E)(3) (Related Doc # 133) (Jessel, Renier)
09/12/2024	201 (3 pgs)	Order Granting Motion for Admission of Jeffrey Raskin to practice, Pro Hac Vice, under local Bankruptcy Rule 2090-1(E)(3) (Related Doc # 134)

		(Jessel, Renier)
09/12/2024	202 (10 pgs)	Order Authorizing the Retention and Employment of Caplin & Drysdale, chartered as counsel to the Official Committee of Unsecured Creditors, effective Nunc Pro Tunc as of July 22, 2024 (Related Doc # 112) (Jessel, Renier)
09/12/2024	203 (2 pgs)	Notice of Continued Hearing (<i>Notice of Adjournment of Disclosure Statement Hearing</i>) (Re: related document(s) 57 Disclosure Statement filed by Hopeman Brothers, Inc., 61 Motion to Approve filed by Hopeman Brothers, Inc., 62 Notice of Hearing filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/12/2024	204 (9 pgs)	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 (Related Doc # 54) (Jessel, Renier)
09/12/2024	205 (4 pgs)	BNC certificate of mailing of order (Re: related document(s) 173 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 09/13/2024)
09/13/2024	206 (13 pgs)	Confidentiality Agreement and Protective Order (Related Doc # 168) (Jessel, Renier)
09/13/2024	207 (9 pgs)	BNC certificate of mailing of order (Re: related document(s) 184 Order on Motion to Authorize) (Admin.) (Entered: 09/14/2024)
09/13/2024	208 (4 pgs)	BNC certificate of mailing of order (Re: related document(s) 185 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 09/14/2024)
09/13/2024	209 (4 pgs)	BNC certificate of mailing of order (Re: related document(s) 186 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 09/14/2024)
09/13/2024	210 (7 pgs)	BNC certificate of mailing of order (Re: related document(s) 187 Order on Application to Employ) (Admin.) (Entered: 09/14/2024)
09/14/2024	211 (25 pgs)	BNC certificate of mailing of order (Re: related document(s) 193 Order on Motion to Approve) (Admin.) (Entered: 09/15/2024)
09/14/2024	212 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 194 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 09/15/2024)
09/14/2024	213 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 195 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 09/15/2024)
09/14/2024	214 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 196 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 09/15/2024)
09/14/2024	215 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 197 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 09/15/2024)
09/14/2024	216 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 198 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 09/15/2024)

09/14/2024	217 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 199 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 09/15/2024)
09/14/2024	218 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 200 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 09/15/2024)
09/14/2024	219 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 201 Order on Motion to Appear Pro Hac Vice) (Admin.) (Entered: 09/15/2024)
09/14/2024	220 (12 pgs)	BNC certificate of mailing of order (Re: related document(s) 202 Order on Application to Employ) (Admin.) (Entered: 09/15/2024)
09/14/2024	221 (11 pgs)	BNC certificate of mailing of order (Re: related document(s) 204 Order on Motion to Approve) (Admin.) (Entered: 09/15/2024)
09/15/2024	222 (15 pgs)	BNC certificate of mailing of order (Re: related document(s) 206 Order on Motion for Protective Order) (Admin.) (Entered: 09/16/2024)
09/16/2024	223 (25 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 155 Response filed by Hopeman Brothers, Inc., 156 Reply filed by Hopeman Brothers, Inc., 157 Reply filed by Hopeman Brothers, Inc., 158 List of Witnesses filed by Hopeman Brothers, Inc., List of Exhibits, 162 Order on Motion to Approve, 163 Order on Application to Employ, 164 Order on Application to Employ, 165 Order on Application to Employ, 169 Proposed Hearing Agenda filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/16/2024	224 (12 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 184 Order on Motion to Authorize, 187 Order on Application to Employ) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/16/2024	225 (31 pgs)	Motion for Protective Order (<i>Motion of the Debtor for Entry of an Order (I) Deeming Debtors Insurance Related Agreements and Other Confidential Documents from Prior Proceedings Governed by Protective Order; and (II) Granting Related Relief</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/16/2024	226 (9 pgs)	Motion to Expedite Hearing (<i>Motion for Expedited Hearing on Motion of the Debtor for Entry of an Order (I) Deeming Debtors Insurance Related Agreements and Other Confidential Documents from Prior Proceedings Governed by Protective Order; and (II) Granting Related Relief</i>) (Related Document(s) 225 Motion for Protective Order filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/16/2024	227 (3 pgs)	Notice of Motion and Notice of Hearing (Re: related document(s) 225 Motion for Protective Order filed by Hopeman Brothers, Inc., 226 Motion to Expedite Hearing filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. Hearing scheduled for 9/24/2024 at 10:00 AM at Judge

		Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Long, Henry)
09/18/2024	228 (200 pgs)	Transcript filed Re: Hearing Held 9/10/2024, Remote electronic access to the transcript is restricted until 12/17/2024. The transcript may be viewed at the Bankruptcy Court Clerk's Office. [For information about how to contact the transcriber, call the Clerk's Office] or [Contact the Court Reporter/Transcriber eScribers, LLC, Telephone number 800-257-0885.] [Transcript Purchased by Cecilia Guerrero.] (RE: related document(s) 176 Hearing held; Motion GRANTED; Debtor to submit order with November 4, 2024 Bar Date; (related document(s): 74 Motion to Approve filed by Hopeman Brothers, Inc.) Appearance Henry Pollard Long (DebraWeekley), 177 Hearing held; Application APPROVED; Order to be submitted; (related document(s): 112 Application to Employ filed by Official Committee of Unsecured Creditors) Appearance: Jeffrey Allen Liesemer (DebraWeekley), 178 Hearing held; Application APPROVED; Objection OVERRULED; Order to be endorsed by Office of the United States Trustee (related document(s): 72 Application to Employ filed by Hopeman Brothers, Inc.) Appearance: Tyler Brown, Jeffrey Liesemer (DebraWeekley), 179 Hearing held; Motions to Continue hearing DENIED; Motion to Approve Settlement Procedures GRANTED; Objections OVERRULED; Court to enter revised order; (related document(s): 54 Motion to Approve filed by Hopeman Brothers, Inc.) Appearance: Henry Pollard Long; Jeffrey Liesemer; Beth Sieg; David Cox; Kollin Bender; Jonathan Clement; Mark Mintz; Tyler Brown (DebraWeekley)). Notice of Intent to Request Redaction Deadline Due By 09/25/2024. Redaction Request Due By 10/9/2024. Redacted Transcript Submission Due By 10/21/2024. Transcript access will be restricted through 12/17/2024. (Gottlieb, Jason)
09/18/2024	229 (19 pgs)	Notice and Subpoena (<i>Notice of Intent to Serve Subpoena</i>) filed by Karen Elizabeth Sieg of McGuire Woods LLP on behalf of Huntington Ingalls Industries, Inc.. (Sieg, Karen)
09/19/2024	230 (36 pgs)	Application to Employ (<i>Application for Entry of an Order Authorizing the Employment and Retention of FTI Consulting, Inc. as Financial Advisor to the Official Committee Unsecured Creditors, Effective Nunc Pro Tunc as of August 27, 2024</i>) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
09/19/2024	231 (3 pgs)	Notice of Motion and Notice of Hearing (Re: related document(s) 230 Application to Employ filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. Hearing scheduled for 10/8/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Liesemer, Jeffrey)
09/20/2024	232 (3 pgs)	Order Setting An Expedited Hearing On Motion Of The Debtor For Entry Of An Order (I) Deeming Debtors Insurance Related Agreements And Other Confidential Documents From Prior Proceedings As Governed By Protective Order; And (II) Granting Related Relief (Related Doc 226) (Jessel, Renier) Modified text case on 9/20/2024: See Corrected Entry at #233 (Jones, D).
09/20/2024	233 (3 pgs)	Corrected Order Granting Motion to Expedite Hearing. Order Setting An Expedited Hearing On Motion Of The Debtor For Entry Of An Order (I) Deeming Debtors Insurance Related Agreements And Other Confidential









		Documents From Prior Proceedings As Governed By Protective Order; And (II) Granting Related Relief (Related Doc 226) Hearing scheduled for 9/24/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Jessel, Renier) Modified text case on 9/20/2024 (Jones, D).
09/20/2024	234	Entry Modification Made to text case and to add hearing information in #233: See entry (Re: related document(s) 232 Order on Motion to Expedite Hearing, 233 Order on Motion to Expedite Hearing) (Jones, D)
09/20/2024	235 (32 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 9 Motion to Approve filed by Hopeman Brothers, Inc., 53 Motion to Approve filed by Hopeman Brothers, Inc., 193 Order on Motion to Approve, 203 Notice of Continued Hearing filed by Hopeman Brothers, Inc., 204 Order on Motion to Approve) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/20/2024	236 (14 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 225 Motion for Protective Order filed by Hopeman Brothers, Inc., 226 Motion to Expedite Hearing filed by Hopeman Brothers, Inc., 227 Notice of Motion and Notice of Hearing filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/20/2024	237 (3 pgs)	Statement (<i>Proposed Agenda for Hearing on September 24, 2024, at 10:00 A.M. (Prevailing Eastern Time)</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/20/2024	238 (17 pgs)	Chapter 11 Monthly Operating Report for the Month Ending: 08/31/2024 filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/21/2024	239 (4 pgs)	Notice of Filing of Official Transcript. Notice is hereby given that an official transcript has been filed. Pursuant to the new policy adopted by the Judicial Conference, transcripts are available for inspection only at the clerk's office or may be purchased from the court transcriber for a 90 day period. (Re: related document(s) 228 Transcript filed) (Admin.) (Entered: 09/22/2024)
09/23/2024	240 (11 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 146 Certification filed by Hopeman Brothers, Inc., 147 Certification filed by Hopeman Brothers, Inc., 148 Certification filed by Hopeman Brothers, Inc., 149 Certification filed by Hopeman Brothers, Inc., 150 Certification filed by Hopeman Brothers, Inc., 151 Certification filed by Hopeman Brothers, Inc., 152 Proposed Hearing Agenda filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/23/2024	241 (15 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 233 Order on Motion to Expedite Hearing, 237 Statement filed by Hopeman Brothers, Inc., 238 Chapter 11 Monthly Operating Report UST Form 11-MOR filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of

		Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/24/2024	242 (8 pgs)	Statement (<i>[Proposed] Agreed Order Continuing Hearing on Insurer Settlement Motions and Establishing Discovery/Briefing Schedule</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/24/2024	243	Hearing held; Motion GRANTED (related document(s): 225 Motion for Protective Order filed by Hopeman Brothers, Inc.) Appearance: Tyler Brown on behalf of Hopeman Brothers, Inc. (PeggyRintye)
09/25/2024	244 (11 pgs; 3 docs)	Transcript filed Re: Hearing Held 9/24/2024, regarding Motion Hearing. Remote electronic access to the transcript is restricted until 12/24/2024. The transcript may be viewed at the Bankruptcy Court Clerk's Office. [For information about how to contact the transcriber, call the Clerk's Office] or [Contact the Court Reporter/Transcriber eScribers, LLC, Telephone number 800-257-0885.] [Transcript Purchased by Cecilia Guerrero.] (RE: related document(s) 243 Hearing held; Motion GRANTED (related document(s): 225 Motion for Protective Order filed by Hopeman Brothers, Inc.) Appearance: Tyler Brown on behalf of Hopeman Brothers, Inc. (PeggyRintye)). Notice of Intent to Request Redaction Deadline Due By 10/2/2024. Redaction Request Due By 10/16/2024. Redacted Transcript Submission Due By 10/28/2024. Transcript access will be restricted through 12/24/2024. (Gottlieb, Jason)
09/25/2024	245 (19 pgs)	Second Interim Order Extending The Automatic Stay To Asbestos-Related Actions Against Non-Debtor Defendants (Related Doc # 7) (Jessel, Renier)
09/25/2024	246 (8 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 202 Order on Application to Employ, 230 Application to Employ filed by Official Committee of Unsecured Creditors, 231 Notice of Motion and Notice of Hearing filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
09/25/2024	247 (8 pgs)	Agreed Order Continuing Hearing On Insurer Settlement Motions And Establishing Discovery/Briefing Schedule (Re: related document(s) 242 Statement filed by Hopeman Brothers, Inc.) Hearing scheduled for 12/10/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Jessel, Renier)
09/25/2024	248 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 232 Order on Motion to Expedite Hearing) (Admin.) (Entered: 09/26/2024)
09/25/2024	249 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 233 Order on Motion to Expedite Hearing) (Admin.) (Entered: 09/26/2024)
09/26/2024	250 (184 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 193 Order on Motion to Approve) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Huntington Ingalls Industries, Inc.. (Long, Henry)

09/26/2024	251 (225 pgs)	Supplemental Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 204 Order on Motion to Approve) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/26/2024	252 (2 pgs)	Notice of Intent to Request Transcript Redaction. Pursuant to the new policy adopted by the Judicial Conference, transcripts are available for inspection only at the clerk's office or may be purchased from the court transcriber for a 90 day period. (Re: related document(s) 228 Transcript filed) filed by Douglas M. Foley of Kaufman & Canoles, P.C. on behalf of Liberty Mutual Insurance Company. (Foley, Douglas)
09/26/2024	253 (87 pgs)	Statement (<i>First Monthly Fee Statement of Hunton Andrews Kurth LLP as Bankruptcy Counsel for the Debtor for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Period from June 30, 2024 Through and Including August 31, 2024</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/26/2024	254 (19 pgs)	Statement (<i>First Monthly Fee Statement of Blank Rome LLP as Special Insurance Counsel for the Debtor for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Period from June 30, 2024 Through and Including August 31, 2024</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/26/2024	255 (16 pgs)	Statement (<i>First Monthly Fee Statement of Courington, Kiefer, Sommers, Marullo & Matherne, LLC as Special Asbestos Counsel for the Debtor for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred from June 30, 2024 Through and Including August 31, 2024</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/26/2024	256 (14 pgs)	Statement (<i>Initial Monthly Fee Statement of Stout Risius Ross, LLC as Financial Advisor to the Debtor for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Period from June 20, 2024 Through and Including August 31, 2024</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
09/27/2024	257 (130 pgs)	Notice and Subpoena (<i>Notice of Intent to Serve Subpoena</i>) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
09/27/2024	258 (10 pgs)	BNC certificate of mailing of order (Re: related document(s) 247 Order Continuing/Rescheduling/Setting Hearing) (Admin.) (Entered: 09/28/2024)
09/27/2024	259 (21 pgs)	BNC certificate of mailing of order (Re: related document(s) 245 Order on Motion to Approve) (Admin.) (Entered: 09/28/2024)
09/30/2024	260 (3 pgs)	Order (I) Deeming Debtor's Insurance Related Agreements and Other Confidential Documents as Governed By Protective Order; And (II) Granting Related Relief. (Related Doc # 225) (Jessel, Renier)

10/01/2024	261 (20 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 245 Order on Motion to Approve, 247 Order Continuing/Rescheduling/Setting Hearing) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/01/2024	262 (6 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 253 Statement filed by Hopeman Brothers, Inc., 254 Statement filed by Hopeman Brothers, Inc., 255 Statement filed by Hopeman Brothers, Inc., 256 Statement filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/01/2024	263 (44 pgs)	Objection to (<i>Objection to Motion of the Official Committee of Unsecured Creditors Under Bankruptcy Rule 2004 to Examine the Debtor</i>) (Re: related document(s) 143 Motion for 2004 Examination filed by Official Committee of Unsecured Creditors) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/02/2024	264 (2 pgs)	Certification (<i>Certificate of No Objection</i>) (Re: related document(s) 124 Application to Employ filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/02/2024	265 (2 pgs)	Certification (<i>Certificate of No Objection</i>) (Re: related document(s) 230 Application to Employ filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/02/2024	266 (5 pgs)	BNC certificate of mailing of order (Re: related document(s) 260 Order on Motion for Protective Order) (Admin.) (Entered: 10/03/2024)
10/03/2024	267 (3 pgs)	Supplemental Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 204 Order on Motion to Approve) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/04/2024	268	Hearing Cancelled; Certificate of No Objection filed and Order with U.S. Trustee's endorsement submitted (related document(s): 124 Application to Employ Morgan Lewis Bockius filed by Official Committee of Unsecured Creditors) (PeggyRintye)
10/04/2024	268	Hearing Cancelled; Certificate of No Objection filed and Order with U.S. Trustee's endorsement submitted (related document(s): 230 Application to Employ FTI Consulting filed by Official Committee of Unsecured Creditors) (PeggyRintye)
10/04/2024	269 (4 pgs)	Order Authorizing The Retention And Employment Of Morgan, Lewis & Bockius LLP As Special Insurance Counsel To The Official Committee Of Unsecured Creditors, Effective Nunc Pro Tunc As Of July 29, 2024 (Related Doc # 124) (Jessel, Renier)

10/04/2024	270 (5 pgs)	Order Authorizing The Employment And Retention Of FTI Consulting, Inc. As Financial Advisor To The Official Committee Of Unsecured Creditors, Effective Nunc Pro Tunc As Of August 27, 2024 (Related Doc # 230) (Jessel, Renier)
10/04/2024	271 (2 pgs)	Proposed Hearing Agenda filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/06/2024	272 (6 pgs)	BNC certificate of mailing of order (Re: related document(s) 269 Order on Application to Employ) (Admin.) (Entered: 10/07/2024)
10/06/2024	273 (7 pgs)	BNC certificate of mailing of order (Re: related document(s) 270 Order on Application to Employ) (Admin.) (Entered: 10/07/2024)
10/07/2024	274 (2 pgs)	Reply (<i>Reply Memorandum in Support of the Motion of the Official Committee of Unsecured Creditors Under Bankruptcy Rule 2004 to Examine the Debtor</i>) (Re: related document(s) 143 Motion for 2004 Examination filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/07/2024	275 (2 pgs)	Notice of Continued Hearing (<i>Notice of Adjournment of Motion of the Official Committee of Unsecured Creditors Under Bankruptcy Rule 2004 to Examine the Debtor</i>) (Re: related document(s) 143 Motion for 2004 Examination filed by Official Committee of Unsecured Creditors) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. Hearing scheduled for 11/12/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Long, Henry)
10/07/2024	276 (2 pgs)	Statement (<i>Notice of Cancellation of Hearing Scheduled for October 8, 2024, at 10:00 A.M. (Prevailing Eastern Time)</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/08/2024	277 (14 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Vertia Global</i>) (Re: related document(s) 260 Order on Motion for Protective Order) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/09/2024	278 (8 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 271 Proposed Hearing Agenda filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/09/2024	279 (14 pgs; 2 docs)	Transcript Redaction Request (Re: related document(s) 228 Transcript filed) filed by Douglas M. Foley of Kaufman & Canoles, P.C. on behalf of Liberty Mutual Insurance Company. (Attachments: # 1 Exhibit(s) A - Redacted Transcription Excerpts)(Foley, Douglas)
10/09/2024	280 (6 pgs)	Notice of Appeal (Re: related document(s) 245 Order on Motion to Approve) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. Appellant Designation due by 10/23/2024. (Liesemer, Jeffrey)

10/09/2024	281	U.S. Treasury receipt of Notice of Appeal(24-32428-KLP) [appeal,97] (298.00) filing fee. Receipt number A36582333, amount \$ 298.00. (Re: Doc# 280) (U.S. Treasury)
10/09/2024	 282 (224 pgs)	Motion for Leave to Appeal (<i>Motion of the Official Committee of Unsecured Creditors for Leave to Appeal From Second Interim Order Extending the Automatic Stay</i>) (Re: related document(s) 245 Order on Motion to Approve) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/09/2024	 283 (32 pgs)	Memorandum (<i>Memorandum of Points and Authorities in Support of Motion of the Official Committee of Unsecured Creditors for Leave to Appeal from Second Interim Order Extending the Automatic Stay</i>) (Re: related document(s) 282 Motion for Leave to Appeal filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/09/2024	 284 (8 pgs)	Certificate of Service (Re: related document(s) 264 Certification filed by Official Committee of Unsecured Creditors, 265 Certification filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/09/2024	 285 (8 pgs)	Certificate of Service (Re: related document(s) 269 Order on Application to Employ, 270 Order on Application to Employ) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/09/2024	 286 (26 pgs)	Amended Notice of Appeal. Appellant Designation due by 10/23/2024. (Re: related document(s) 245 Order on Motion to Approve, 280 Notice of Appeal filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey) Modified on 10/10/2024 to add designation due date (Manley, Candace).
10/10/2024	 287	Entry Modification Made to add designation due date: See entry (Re: related document(s) 286 Amended Notice of Appeal filed by Official Committee of Unsecured Creditors) (Manley, Candace)
10/10/2024	 288 (3 pgs)	Transmittal of Notice of Appeal and Motion for Leave to Appeal to District Court (Re: related document(s) 280 Notice of Appeal filed by Official Committee of Unsecured Creditors, 282 Motion for Leave to Appeal filed by Official Committee of Unsecured Creditors, 286 Amended Notice of Appeal filed by Official Committee of Unsecured Creditors) (Jessel, Renier)
10/11/2024	 289	Clerks Certificate of Mailing. A copy of these documents were mailed by electronic means or first class mail postage prepaid to all parties in interest herein as required by the Bankruptcy Code, Bankruptcy Rules and Local Rules (Related Documents(s) 280) Copy of Notice of Appeal filed by Official Committee of Unsecured Creditors, 286 Copy of Amended Notice of Appeal filed by Official Committee of Unsecured Creditors and procedural instructions were mailed 10/11/2024 to Christopher Lascell, at 6 Auburn Ct., Unit 3, Brookline, MA 02446. Electronic Notice of Filing of Notice of Appeal and Amended Notice of Appeal were provided to Tyler P.

		Brown, Henry P. Long, III, Kollin G. Bender, Dion W. Hayes, Karen Elizabeth Sieg, Jennifer J. West, Douglas M. Foley, and Gerard R. Vetter on 10/10/2024. Parties receiving electronic notification may access procedural instructions at https://www.vaeb.uscourts.gov/bankruptcy-forms#appeal .(Jessel, Renier)
10/11/2024	290 (3 pgs)	Notification of Civil Action Number 3:24-cv-00717-DJN. (Re: related document(s) 280 Notice of Appeal and 286 Amended Notice of Appeal filed by Official Committee of Unsecured Creditors) (Jessel, Renier)
10/14/2024	291 (200 pgs)	Redacted Transcript filed Re: Hearing Held, (RE: related document(s) 228 Transcript filed Re: Hearing Held 9/10/2024, Remote electronic access to the transcript is restricted until 12/17/2024. The transcript may be viewed at the Bankruptcy Court Clerk's Office. [For information about how to contact the transcriber, call the Clerk's Office] or [Contact the Court Reporter/Transcriber eScribers, LLC, Telephone number 800-257-0885.] [Transcript Purchased by Cecilia Guerrero.] (RE: related document(s) 176 Hearing held; Motion GRANTED; Debtor to submit order with November 4, 2024 Bar Date; (related document(s): 74 Motion to Approve filed by Hopeman Brothers, Inc.) Appearance Henry Pollard Long (DebraWeekley), 177 Hearing held; Application APPROVED; Order to be submitted; (related document(s): 112 Application to Employ filed by Official Committee of Unsecured Creditors) Appearance: Jeffrey Allen Liesemer (DebraWeekley), 178 Hearing held; Application APPROVED; Objection OVERRULED; Order to be endorsed by Office of the United States Trustee (related document(s): 72 Application to Employ filed by Hopeman Brothers, Inc.) Appearance: Tyler Brown, Jeffrey Liesemer (DebraWeekley), 179 Hearing held; Motions to Continue hearing DENIED; Motion to Approve Settlement Procedures GRANTED; Objections OVERRULED; Court to enter revised order; (related document(s): 54 Motion to Approve filed by Hopeman Brothers, Inc.) Appearance: Henry Pollard Long; Jeffrey Liesemer; Beth Sieg; David Cox; Kollin Bender; Jonathan Clement; Mark Mintz; Tyler Brown (DebraWeekley)). Notice of Intent to Request Redaction Deadline Due By 09/25/2024. Redaction Request Due By 10/9/2024. Redacted Transcript Submission Due By 10/21/2024. Transcript access will be restricted through 12/17/2024.). (Gottlieb, Jason)
10/14/2024	292 (8 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants LLC dba Verita Global</i>) (Re: related document(s) 275 Notice of Continued Hearing filed by Hopeman Brothers, Inc., 276 Statement filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/15/2024	293 (200 pgs)	Redacted Transcript filed Re: Hearing Held, (RE: related document(s) 291 Redacted Transcript filed Re: Hearing Held, (RE: related document(s) 228 Transcript filed Re: Hearing Held 9/10/2024, Remote electronic access to the transcript is restricted until 12/17/2024. The transcript may be viewed at the Bankruptcy Court Clerk's Office. [For information about how to contact the transcriber, call the Clerk's Office] or [Contact the Court Reporter/Transcriber eScribers, LLC, Telephone number 800-257-0885.] [Transcript Purchased by Cecilia Guerrero.] (RE: related document(s) 176 Hearing held; Motion GRANTED; Debtor to submit order with November 4, 2024 Bar Date; (related document(s): 74 Motion to Approve filed by Hopeman Brothers, Inc.) Appearance Henry Pollard Long (DebraWeekley), 177 Hearing held; Application APPROVED; Order to be submitted; (related document(s): 112 Application to Employ filed by Official Committee of Unsecured Creditors) Appearance: Jeffrey Allen

		Liesemer (DebraWeekley), 178 Hearing held; Application APPROVED; Objection OVERRULED; Order to be endorsed by Office of the United States Trustee (related document(s): 72 Application to Employ filed by Hopeman Brothers, Inc.) Appearance: Tyler Brown, Jeffrey Liesemer (DebraWeekley), 179 Hearing held; Motions to Continue hearing DENIED; Motion to Approve Settlement Procedures GRANTED; Objections OVERRULED; Court to enter revised order; (related document(s): 54 Motion to Approve filed by Hopeman Brothers, Inc.) Appearance: Henry Pollard Long; Jeffrey Liesemer; Beth Sieg; David Cox; Kollin Bender; Jonathan Clement; Mark Mintz; Tyler Brown (DebraWeekley)). Notice of Intent to Request Redaction Deadline Due By 09/25/2024. Redaction Request Due By 10/9/2024. Redacted Transcript Submission Due By 10/21/2024. Transcript access will be restricted through 12/17/2024.). (Gottlieb, Jason)
10/15/2024	294 (112 pgs)	Application for Compensation for Hunton Andrews Kurth LLP as Counsel for the Debtor (<i>First Interim Application of Hunton Andrews Kurth LLP, Counsel for the Debtor and Debtor in Possession, for Allowance of Interim Compensation and Reimbursement of Expenses Incurred for the Period from June 30, 2024 Through and Including August 31, 2024</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/15/2024	295 (40 pgs)	Application for Compensation for Blank Rome LLP as Special Insurance Counsel to the Debtor (<i>First Interim Application of Blank Rome, LLP, as Special Insurance Counsel to the Debtor and Debtor in Possession, for Allowance of Interim Compensation and Reimbursement of Expenses Incurred for the Period from June 30, 2024 Through and Including August 31, 2024</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/15/2024	296 (43 pgs)	Application for Compensation for Courington, Kiefer, Sommers, Marullo & Matherne, LLC as Special Asbestos Counsel for the Debtor (<i>First Interim Application of Courington, Kiefer, Sommers, Marullo & Matherne, LLC, as Special Asbestos Counsel for the Debtor, for Allowance of Interim Compensation and Reimbursement of Expenses Incurred for the Period from June 30, 2024 Through and Including August 31, 2024</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/15/2024	297 (42 pgs)	Statement (<i>First Monthly Fee Statement of Caplin & Drysdale, Chartered for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Period from July 22, 2024, through August 31, 2024</i>) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/15/2024	298 (35 pgs)	Application for Compensation for Stout Risius Ross, LLC as Financial Advisor to the Debtor <i>First Interim Fee Application of Stout Risius Ross, LLC, Financial Advisor to the Debtor, for Allowance of Compensation for Services Rendered and for Reimbursement of Expenses for the Period from June 30, 2024 Through and Including August 31, 2024</i> filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/15/2024	299 (4 pgs)	Notice of Motion and Notice of Hearing(<i>Notice of First Interim Fee Applications and Notice of Hearing</i>) (Re: related document(s) 294 Application for Compensation filed by Hopeman Brothers, Inc., 295 Application for Compensation filed by Hopeman Brothers, Inc., 296

Application for Compensation filed by Hopeman Brothers, Inc., [298](#)
 Application for Compensation filed by Hopeman Brothers, Inc.) filed by
 Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of
 Hopeman Brothers, Inc.. Hearing scheduled for 11/12/2024 at 10:00 AM at
 Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond,
 Virginia. (Long, Henry)

10/15/2024	300 (27 pgs)	Statement (<i>First Monthly Fee Statement of Morgan, Lewis & Bockius LLP as Special Insurance Counsel to the Official Committee of Unsecured Creditors for Allowance of Compensation for Service Rendered and Reimbursement of Expenses Incurred for the Period of July 29, 2024 through August 31, 2024</i>) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/15/2024	301 (53 pgs)	Application for Compensation for Caplin & Drysdale, Chartered (<i>First Interim Application of Caplin & Drysdale, Chartered for Allowance of Interim Compensation and Reimbursement of Expenses Incurred for the Period from July 22, 2024, through August 31, 2024</i>) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/15/2024	302 (40 pgs)	Application for Compensation (<i>First Interim Fee Application of Morgan, Lewis & Bockius LLP as Special Insurance Counsel to the Official Committee of Unsecured Creditors for the Interim Period of July 29, 2024 through August 31, 2024</i>) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/15/2024	303 (3 pgs)	Notice of Motion and Notice of Hearing (<i>Notice of First Interim Fee Applications and Notice of Hearing</i>) (Re: related document(s) 301 Application for Compensation filed by Official Committee of Unsecured Creditors, 302 Application for Compensation filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. Hearing scheduled for 11/12/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Liesemer, Jeffrey)
10/16/2024	304 (8 pgs)	Certificate of Service (Re: related document(s) 274 Reply filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/16/2024	305 (8 pgs)	Certificate of Service (Re: related document(s) 280 Notice of Appeal filed by Official Committee of Unsecured Creditors, 282 Motion for Leave to Appeal filed by Official Committee of Unsecured Creditors, 283 Memorandum filed by Official Committee of Unsecured Creditors, 286 Amended Notice of Appeal filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/18/2024	306 (13 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Vertia Global</i>) (Re: related document(s) 294 Application for Compensation filed by Hopeman Brothers, Inc., 295 Application for Compensation filed by Hopeman Brothers, Inc., 296 Application for Compensation filed by Hopeman Brothers, Inc., 298 Application for Compensation filed by Hopeman Brothers, Inc., 299 Notice of Motion and Notice of Hearing filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)

10/21/2024	307 (75 pgs)	Statement (<i>Second Monthly Fee Statement of Hunton Andrews Kurth LLP as Bankruptcy Counsel for the Debtor for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Period from September 1, 2024 Through and Including September 30, 2024</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/21/2024	308 (11 pgs)	Statement (<i>Second Monthly Fee Statement of Courington, Kiefer, Sommers, Marullo & Matherne, LLC as Special Asbestos Counsel for the Debtor for Allowance of an Administrative Claim for Compensation and Reimbursement of Expenses Incurred from September 1, 2024 Through and Including September 30, 2024</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/21/2024	309 (17 pgs)	Chapter 11 Monthly Operating Report for the Month Ending: 09/30/2024 filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/21/2024	310 (33 pgs)	Statement (<i>Second Monthly Fee Statement of Caplin & Drysdale, Chartered for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Period from September 1, 2024, through September 30, 2024</i>) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/21/2024	311 (14 pgs)	Statement (<i>First Monthly Fee Statement of FTI Consulting, Inc. for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Period from August 27, 2024, through September 30, 2024</i>) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/21/2024	312 (22 pgs)	Statement (<i>Second Monthly Fee Statement of Morgan, Lewis & Bockius LLP as Special Insurance Counsel to the Official Committee of Unsecured Creditors for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Period from September 1, 2024 through September 30, 2024</i>) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/22/2024	313 (17 pgs)	Statement (<i>Second Monthly Fee Statement of Blank Rome LLP as Special Insurance Counsel for the Debtor for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred from September 1, 2024 Through September 30, 2024</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/23/2024	314 (5 pgs)	Statement of Issues and Appellant Designation (<i>Official Committee of Unsecured Creditors' Statement of Issues on Appeal and Designation of the Record</i>) (Re: related document(s) 280 Notice of Appeal filed by Official Committee of Unsecured Creditors, 286 Amended Notice of Appeal filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. Appellee Designation due 11/06/2024. (Liesemer, Jeffrey) Modified on 10/24/2024 to add Appellant Designation and Appellee Designation Deadline in docket entry text. (Sheridan, Michelle)
10/23/2024	315 (13 pgs)	Certificate of Service (Re: related document(s) 297 Statement filed by Official Committee of Unsecured Creditors, 300 Statement filed by Official Committee of Unsecured Creditors, 301 Application for Compensation filed by Official Committee of Unsecured Creditors, 302 Application for Compensation filed by

		Official Committee of Unsecured Creditors, 303 Notice of Motion and Notice of Hearing filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
10/24/2024	316 (12 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 307 Statement filed by Hopeman Brothers, Inc., 308 Statement filed by Hopeman Brothers, Inc., 309 Chapter 11 Monthly Operating Report UST Form 11-MOR filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/24/2024	317	Appellee Designation Deadline Set (Re: related document(s) 280 Notice of Appeal filed by Official Committee of Unsecured Creditors) Appellee Designation due by 11/6/2024. (Sheridan, Michelle)
10/24/2024	318	Entry Modification Made to add Appellant Designation to the docket text and to set the Appellee Designation deadline: See entry (Re: related document(s) 314 Statement of Issues filed by Official Committee of Unsecured Creditors) (Sheridan, Michelle)
10/24/2024	319 (14 pgs)	Statement (<i>Second Monthly Fee Statement of Stout Risius Ross, LLC as Financial Advisor to the Debtor for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Period from September 1, 2024 Through and Including September 30, 2024</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/25/2024	320 (5 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 313 Statement filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/25/2024	321 (14 pgs)	Motion to Approve (<i>Motion of the Debtor for Entry of an Order (I) Extending the Exclusivity Periods to File and Solicit a Plan and (II) Granting Related Relief</i>) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
10/25/2024	322 (3 pgs)	Notice of Motion and Notice of Hearing (Re: related document(s) 321 Motion to Approve filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. Hearing scheduled for 11/12/2024 at 10:00 AM at Judge Phillips' Courtroom, 701 E. Broad St., Rm. 5100, Richmond, Virginia. (Long, Henry)
11/06/2024	323 (5 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 319 Statement filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
11/06/2024	324 (8 pgs)	Certificate of Service (<i>Certificate of Service of Kurtzman Carson Consultants, LLC dba Verita Global</i>) (Re: related document(s) 321 Motion to Approve filed by Hopeman Brothers, Inc., 322 Notice of Motion and Notice of Hearing filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
11/06/2024	325 (3 pgs)	Appellee Designation (<i>Designation of Appellee Hopeman Brothers, Inc. of Additional Items to be Included in the Record on Appeal</i>) (Re: related document(s) 286 Amended Notice of Appeal filed by Official Committee of

		Unsecured Creditors) filed by Tyler P. Brown of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Brown, Tyler)
11/06/2024	326 (5 pgs)	Certificate of Service (Re: related document(s) 310 Statement filed by Official Committee of Unsecured Creditors, 311 Statement filed by Official Committee of Unsecured Creditors, 312 Statement filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
11/06/2024	327 (8 pgs)	Certificate of Service (Re: related document(s) 314 Statement of Issues filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
11/06/2024	328 (2 pgs)	Certification (<i>Certificate of No Objection</i>) (Re: related document(s) 302 Application for Compensation filed by Official Committee of Unsecured Creditors) filed by Jeffrey Allen Liesemer of Caplin & Drysdale, Chartered on behalf of Official Committee of Unsecured Creditors. (Liesemer, Jeffrey)
11/07/2024	329 (14 pgs)	Certification (<i>Certificate of No Objection and the Notice of Filing of Revised Proposed Order</i>) (Re: related document(s) 294 Application for Compensation filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
11/07/2024	330 (3 pgs)	Certification (<i>Certificate of No Objection</i>) (Re: related document(s) 295 Application for Compensation filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
11/07/2024	331 (3 pgs)	Certification (<i>Certificate of No Objection</i>) (Re: related document(s) 296 Application for Compensation filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)
11/07/2024	332 (3 pgs)	Certification (<i>Certificate of No Objection</i>) (Re: related document(s) 298 Application for Compensation filed by Hopeman Brothers, Inc.) filed by Henry Pollard Long III of Hunton Andrews Kurth LLP on behalf of Hopeman Brothers, Inc.. (Long, Henry)

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Eastern District of Virginia
(State)

Case number (if known): _____ Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Hopeman Brothers, Inc.

2. All other names debtor used in the last 8 years
Include any assumed names, trade names, and *doing business* as names

3. Debtor's federal Employer Identification Number (EIN) 13-0852520

4. Debtor's address

Principal place of business	Mailing address, if different from principal place of business
<u>6 Auburn Court</u> Number Street	_____ Number Street
<u>Unit 3</u>	_____ P.O. Box
<u>Brookline MA 02446</u> City State ZIP Code	_____ City State ZIP Code
<u>Norfolk</u> County	Location of principal assets, if different from principal place of business
	_____ Number Street
	_____ City State ZIP Code

5. Debtor's website (URL) _____

Debtor Hopeman Brothers, Inc.
Name

Case number (if known) _____

6. Type of debtor

- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
- Partnership (excluding LLP)
- Other. Specify: _____

7. Describe debtor's business

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply:

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes> .

5511

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply:

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

- Chapter 12

Debtor Hopeman Brothers, Inc. Case number (if known) _____
Name

9. **Were prior bankruptcy cases filed by or against the debtor within the last 8 years?** No
 Yes. District _____ When _____ Case number _____
MM / DD / YYYY
If more than 2 cases, attach a separate list. District _____ When _____ Case number _____
MM / DD / YYYY

10. **Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?** No
 Yes. Debtor _____ Relationship _____
District _____ When _____
MM / DD / YYYY
List all cases. If more than 1, attach a separate list. Case number, if known _____

11. **Why is the case filed in this district?** *Check all that apply:*
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. **Does the debtor own or have possession of any real property or personal property that needs immediate attention?** No
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? *(Check all that apply.)*

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other _____

Where is the property?

Number _____ Street _____
City _____ State ZIP Code _____

Is the property insured?

No
 Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

Debtor Hopeman Brothers, Inc.
Name

Case number (if known) _____

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|----------------------------------|---|--|
| <input type="checkbox"/> 1-49 | <input checked="" type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input checked="" type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input checked="" type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/30/2024
MM / DD / YYYY

X /s/ Christopher Lascell

Signature of authorized representative of debtor

Title President

Christopher Lascell

Printed name

Debtor Hopeman Brothers, Inc. Case number (if known) _____
Name

18. Signature of attorney

X /s/ Tyler P. Brown
Signature of attorney for debtor

Date 06/30/2024
MM / DD / YYYY

Tyler P. Brown, Esq.
Printed name

Hunton Andrews Kurth LLP
Firm name

951 East Byrd Street
Number Street

Richmond Virginia 23219
City State ZIP Code

(804) 788-8200 tpbrown@huntonAK.com
Contact phone Email address

28072 Virginia
Bar number State

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

In re:	:	
	:	Chapter 11
	:	
HOPEMAN BROTHERS, INC.,	:	Case No. 24-[____] (____)
	:	
Debtor.	:	
	:	
	:	
	:	

**CORPORATE OWNERSHIP STATEMENT AND LIST
 OF EQUITY HOLDERS PURSUANT TO FEDERAL RULES
OF BANKRUPTCY PROCEDURE 1007 AND 7007.1**

Pursuant to Rule 7007.1 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Hopeman Brothers, Inc. (the “Debtor”) hereby provides that there are no corporations that own 10% or more of any class of its equity interests.

Furthermore, pursuant to Bankruptcy Rule 1007, the Debtor provides that the following individuals own 100% of its equity interests:

Name	Last Known Address	Number of Common Shares
Christopher Lascell	6 Auburn Ct., Unit 3 Brookline, MA 02446	34
Daniel Lascell	25 Cottage Circle Dedham, MA 02026	33
Carrie Lascell Brown	7 Edge Hill Rd. Wellesley, MA 02481	33

Fill in this information to identify the case:

Debtor name Hopeman Brothers, Inc.

United States Bankruptcy Court for the: Eastern District of Virginia
(State)

Case number (If known): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors¹ Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	Law Office of Philip C. Hoffman Attn: Philip Hoffman 541 Julia Street, Suite 302 New Orleans, LA 70130	Philip Hoffman Tel: (504) 822-6050 Email: phil@pchlawfirm.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$180,000.00
2	Simmons Hanly Conroy LLP Attn: John Simmons One Court Street Alton, IL 62002	John Simmons Tel: (866) 347-4322 Email: john@simmonsfirm.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$75,000.00
3	Ferrell Law Group Attn: James Ferrell 6226 Washington Ave, Suite 200 Houston, TX 77007	James Ferrell Tel: (713) 497-1882 Email: jferrell@rgtaylorlaw.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$50,000.00
4	Ferrell Law Group Attn: James Ferrell 6226 Washington Ave, Suite 200 Houston, TX 77007	James Ferrell Tel: (713) 497-1882 Email: jferrell@rgtaylorlaw.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$50,000.00

¹ In accordance with the Motion of the Debtor for Entry of an Order (I) Authorizing the Listing of Addresses of Counsel for Personal Injury Claimants in the Creditor Matrix in Lieu of Claimants' Addresses; (II) Approving Notice Procedures for Such Claimants; and (III) Granting Related Relief, filed contemporaneously herewith, the Debtor has listed the individual claimants' respective attorneys of record rather than the individuals themselves.

5	Brayton Purcell LLP Attn: Alan Brayton 222 Rush Landing Road, P.O. Box 6169, Novato, CA 94948	Alan Brayton Tel: (844) 768-0794 Email: abrayton@braytonlaw.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$47,500.00
6	Getty's Law Group Attn: Lawrence Gettys 9191 Siegen Lane, Bldg 7 Baton Rouge, LA 70810	Lawrence Gettys Tel: (225) 484-6376 Email: lawrence@gettyslaw.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$35,000.00
7	The Gori Law Firm Attn: Chris Layloff 156 N. Main Street Edwardsville, IL 62025	Chris Layloff Tel: (866) 971-8599 Email: clayloff@gorilaw.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$24,000.00
8	Provost Umphrey Law Firm LLP Attn: Bryan O Blevins, Jr. 490 Park Street, P.O. Box 4905 Beaumont, TX 77701	Bryan O Blevins, Jr. Tel: (409) 203-5030 Email: dfelps@provostumphrey.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$15,000.00
9	Brayton Purcell LLP Attn: Alan Brayton 222 Rush Landing Road, P.O. Box 6169, Novato, CA 94948	Alan Brayton Tel: (844) 768-0794 Email: abrayton@braytonlaw.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$12,500.00
10	Simon Greenstone Panatiere Bartlett PC Attn: Jennifer Bartlett 3780 Kilroy Airport Way, Ste 540 Long Beach, CA 90806	Jennifer Bartlett Tel: (562) 590-3400 Email: jbartlett@sgpblaw.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$12,500.00
11	Baron & Budd 9465 Wilshire Blvd., Suite 460 Beverly Hills, CA 90212	Robert E. Gould Tel: (816) 943-0010 Email: rustygould@gtb-law.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$12,000.00
12	Peter Angelos Law Attn: James Zavakos 100 North Charles St., 22nd Floor Baltimore, MD 21201-3805	James Zavakos Tel: (410) 649-2123 Email: jZavakos@lawpga.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$11,500.00
13	Peter Angelos Law Attn: James Zavakos 100 North Charles St., 22nd Floor Baltimore, MD 21201-3805	James Zavakos Tel: (410) 649-2123 Email: jZavakos@lawpga.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$11,500.00
14	Peter Angelos Law Attn: James Zavakos 100 North Charles St., 22nd Floor Baltimore, MD 21201-3805	James Zavakos Tel: (410) 649-2123 Email: jZavakos@lawpga.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$11,500.00
15	Peter Angelos Law Attn: James Zavakos 100 North Charles St., 22nd Floor Baltimore, MD 21201-3805	James Zavakos Tel: (410) 649-2123 Email: jZavakos@lawpga.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$11,500.00

16	Peter Angelos Law Attn: James Zvakos 100 North Charles St., 22nd Floor Baltimore, MD 21201-3805	James Zvakos Tel: (410) 649-2123 Email: jZvakos@lawpga.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$11,500.00
17	Peter Angelos Law Attn: James Zvakos 100 North Charles St., 22nd Floor Baltimore, MD 21201-3805	James Zvakos Tel: (410) 649-2123 Email: jZvakos@lawpga.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$11,500.00
18	Peter Angelos Law Attn: James Zvakos 100 North Charles St., 22nd Floor Baltimore, MD 21201-3805	James Zvakos Tel: (410) 649-2123 Email: jZvakos@lawpga.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$11,500.00
19	Peter Angelos Law Attn: James Zvakos 100 North Charles St., 22nd Floor Baltimore, MD 21201-3805	James Zvakos Tel: (410) 649-2123 Email: jZvakos@lawpga.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$11,500.00
20	Goldberg, Persky & White, P.C. Attn: Theodore Goldberg 11 Stanwix Street Pittsburg, PA 15222	Theodore Goldberg Tel: (313) 429-1376 Email: tgoldberg@gdldlaw.com	Asbestos Personal Injury	Contingent	N/A	N/A	\$10,000.00

this information to identify the case and this filing:

Debtor Name Hopeman Brothers, Inc.

United States Bankruptcy Court for the: Eastern District of Virginia
(State)

Case number (if known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration Corporate Ownership Statement and List of Equity Holders Pursuant to Rules 1007 and 7007.1 of the Federal Rules of Bankruptcy Procedure

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/30/2024
MM / DD / YYYY

X /s/ Christopher Lascell
Signature of individual signing on behalf of debtor

Christopher Lascell
Printed name
President
Position or relationship to debtor

HOPEMAN BROTHERS, INC.

UNANIMOUS WRITTEN CONSENT OF DIRECTORS AND SHAREHOLDERS

June 26, 2024

The undersigned being all of the Directors of Hopeman Brothers, Inc., a Virginia company (the “Company”) and all of the Shareholders of the Company do hereby waive any and all requirements for calling, giving notice of, and holding a meeting of the directors or shareholders and do hereby consent to the adoption of the resolutions attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned Directors and Shareholders of the Company have executed this Consent effective as of the date written above.

/s/ Christopher Lascell
Christopher Lascell
(34% ownership of shares)

/s/ Daniel Lascell
Daniel Lascell
(33% ownership of shares)

/s/ Carrie Lascell Brown
Carrie Lascell Brown
(33% ownership of shares)

EXHIBIT A

Resolutions of Directors and Shareholders of Hopeman Brothers Inc.

WHEREAS, claims have been made against the Company, and the Company has been named as a defendant, a cross-defendant, or a third-party defendant in numerous lawsuits in which the plaintiffs seek money damages from the Company for alleged bodily injuries as the result of alleged exposure to asbestos-containing products allegedly manufactured, handled, supplied, sold or distributed by the Company (“Asbestos Claims”).

WHEREAS, Century Indemnity Company and Westchester Fire Insurance Company (“Chubb Insurers”) or their predecessors issued insurance policies (the “Policies”) to Hopeman or its predecessor(s);

WHEREAS, the Company asserts that Chubb Insurers have or will have coverage obligations in respect of the Asbestos Claims under one or more Policies;

WHEREAS, the Company ceased any active income-generating business operations more than fifteen years ago, and has existed since that time solely to facilitate the resolution of Asbestos Claims asserted against it;

WHEREAS, the Company’s available insurance coverage for Asbestos Claims has been steadily eroding over the years due to the payment of costs and settlement payments required to resolve the Asbestos Claims, requiring substantial expenditures by the Company to continue resolving those Asbestos Claim;

WHEREAS, the Company’s available insurance coverage for Asbestos Claims does not cover all of the costs, fees and expenses related to managing, defending, and settling, where applicable, the Asbestos Claims and the Company has been supplementing available insurance coverage to cover such costs, fees, and expenses;

WHEREAS, the Company no longer generates any income and its available cash to continue funding its share of the costs, fees and expenses related to managing, defending and settling, where applicable, Asbestos Claims is dwindling and will be exhausted in the near term;

WHEREAS, following good faith and arm’s-length negotiations between the Company and Chubb Insurers, Chubb Insurers have agreed to liquidate their remaining insurance coverage under the Policies and to resolve any potential disputes regarding the Policies and coverage relating to the Company, subject to the terms and conditions of the Settlement Agreement and Release (the “Settlement Agreement”), by buying back all of the Policies listed on Exhibit A to the Settlement Agreement for fair and reasonable value to provide funding for the resolution of Asbestos Claims in a manner that is satisfactory to the Company, its creditors, equity holders and other parties-in-interest;

WHEREAS, based on the advice of the professionals and advisors of the Company, and after thorough discussion, the Directors and Shareholders have each determined in their good faith business judgment that it is desirable and in the best interests of the Company and its creditors,

equity holders and other interested parties that a petition be filed by the Company seeking relief under the provisions of Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) to pursue approval of and implementation of the Settlement Agreement and the settlement contemplated thereby.

Chapter 11 Case

NOW, THEREFORE, BE IT RESOLVED, that the Company is hereby authorized, and the Designated Officer (as defined below) shall be, and hereby is, authorized, empowered and directed on behalf of the Company to commence a case under Chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”) by executing, verifying and delivering a voluntary petition in the name of the Company under Chapter 11 of the Bankruptcy Code, as well as all other ancillary documents thereto, and causing the same to be filed with the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) in such form and at such time as the Designated Officer executing said petition shall determine, and making or causing to be made prior to execution thereof any modifications to such petition or ancillary documents as the Designated Officer, in the Designated Officer’s discretion, deems necessary or desirable to carry out the intent and accomplish the purposes of these resolutions (such approval to be conclusively established by the execution thereof by the Designated Officer);

RESOLVED FURTHER, that Christopher Lascell, President of the Company, be, and hereby is, designated the “Designated Officer” in connection with the Chapter 11 Case as set forth herein;

RESOLVED FURTHER, that the Company is hereby authorized, and the Designated Officer shall be, and hereby is, authorized, empowered and directed, with full power of delegation, on behalf of and in the name of the Company, to execute, verify or file, or cause to be executed, verified or filed (or direct others to do so on their behalf as provided herein), and to amend, supplement or otherwise modify from time to time, all necessary or appropriate documents, including, without limitation, petitions, affidavits, schedules, motions, lists, applications, pleadings and other necessary documents, agreements and papers, to employ and retain all assistance of legal counsel, financial advisors, investment bankers, accountants and other professionals, and to take any and all actions that the Designated Officer deems necessary or appropriate to obtain such Chapter 11 bankruptcy relief, and to take any necessary steps to coordinate and effectuate the Chapter 11 Case;

RESOLVED FURTHER, that the Company is hereby authorized, and the Designated Officer shall be and hereby is authorized, empowered and directed, on behalf of and in the name of the Company, to employ, Hunton Andrews Kurth LLP to represent and advise the Company in carrying out its respective duties under the Bankruptcy Code, and to take any and all actions to advance the rights and perform the obligations of the Company, including, without limitation, filing and prosecuting any pleadings in connection with the Chapter 11 Case, and the Designated Officer is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the Chapter 11 Case, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of Hunton Andrews Kurth LLP;

RESOLVED, FURTHER, that the Company is hereby authorized, and the Designated Officer shall be, and hereby is, authorized, empowered and directed, on behalf of and in the name of the Company, to employ Stout Risius Ross, LLC to act as financial advisor for the Company in order to represent and assist the Company in carrying out its respective duties under the Bankruptcy Code, and to take any and all actions to advance the rights and obligations of the Company in connection with the Chapter 11 Case, and the Designated Officer is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of Stout Risius Ross, LLC;

RESOLVED, FURTHER, that the Company is hereby authorized, and the Designated Officer shall be, and hereby is, authorized, empowered and directed, on behalf of and in the name of the Company, to employ Blank Rome, LLP to act as special insurance counsel for the Company in order to represent and assist the Company in carrying out its respective duties under the Bankruptcy Code, and to take any and all actions to advance the rights and obligations of the Company in connection with the Chapter 11 Case, and the Designated Officer is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of Blank Rome, LLP as special insurance counsel;

RESOLVED, FURTHER, that the Company is hereby authorized, and the Designated Officer shall be, and hereby is, authorized, empowered and directed, on behalf of and in the name of the Company, to employ Courington, Kiefer, Sommers, Marullo & Matherne, L.L.C. to act as special litigation counsel for the Company in order to represent and assist the Company in carrying out its respective duties under the Bankruptcy Code, and to take any and all actions to advance the rights and obligations of the Company in connection with the Chapter 11 Case, and the Designated Officer is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of Courington, Kiefer, Sommers, Marullo & Matherne, L.L.C. as special litigation counsel;

RESOLVED, FURTHER, that the Company is hereby authorized, and the Designated Officer shall be, and hereby is, authorized, empowered and directed, on behalf of and in the name of the Company, to employ the firm of Kurtzman Carson Consultants, LLC dba Verita Global to act as claims and noticing agent to assist the Company in advancing its respective rights and obligations under the Bankruptcy Code, in connection with the Chapter 11 Case, and the Designated Officer is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be filed an appropriate application with the Bankruptcy Court for authority to retain the services of Kurtzman Carson Consulting, LLC dba Verita Global;

RESOLVED, that the Company is hereby authorized, and the Designated Officer shall be, and hereby is, authorized, empowered and directed, on behalf of and in the name of the Company, to employ any other professionals necessary to assist the Company in carrying out its respective

duties under the Bankruptcy Code, and in connection therewith, the Designated Officer is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to or immediately upon the filing of the Chapter 11 Case, and cause to be filed appropriate applications with the Bankruptcy Court for authority to retain the services of any other professions, as necessary (such professionals, together with Hunton Andrews Kurth LLP, Stout Risius Ross, LLC., Blank Rome LLP, Courington, Kiefer, Sommers, Marullo & Matherne, L.L.C., and Kurtzman Carson Consulting, LLC dba Verita Global, the “*Professionals*”).

Approval of Settlement

WHEREAS, based on the advice of the Professionals and advisors of the Company, and after thorough discussion, the Directors and Shareholders have each been presented a copy of and determined and deem it advisable for the Company to enter into the Settlement Agreement which shall provide for the liquidation of the Policies with the Chubb Insurers in exchange for a release of claims under the Policies and third-party releases and injunction in favor of the Chubb Insurers subject to all the conditions set forth in the Settlement Agreement, and subject to approval by the Bankruptcy Court;

NOW, THEREFORE, BE IT RESOLVED, that, based on the advice of the Professionals and advisors of the Company, and after thorough discussion, the Directors have reviewed the proposed terms and conditions of the Settlement Agreement and deem it advisable and in the best interests of the Company and the interests of each of the Company’s creditors, equity holders, and other interested parties (as applicable) to authorize and approve the Company’s negotiation, execution, and delivery of the Settlement Agreement, and the performance of the Company’s obligations under the Settlement Agreement on substantially the terms presented, or other agreements, instruments, and documents to be executed and delivered in connection with the Settlement Agreement, subject to any requisite Bankruptcy Court approval;

RESOLVED, FURTHER, that, in furtherance of the foregoing resolution, the Designated Officer be, and hereby is, authorized, empowered and directed, for and on behalf of the Company, to conduct and conclude negotiations with the Chubb Insurers and to cause the Company to enter into, and to amend, supplement or otherwise modify from time to time, the Settlement Agreement with such additions, deletions, and changes thereto as shall be approved by the Designated Officer, with the Designated Officer’s execution and delivery of the Settlement Agreement (and such amendments, supplements, or other modifications thereto) on behalf of the Company to be conclusive evidence of such approval, and to effect and consummate the transactions contemplated by the Settlement Agreement (and such amendments, supplement, or other modifications thereto) and to take other actions as may be necessary or appropriate in connection therewith (including, but not limited to, executing any corporate resolutions, written consents or other similar documents on behalf of the Company in connection therewith), subject to any requisite Bankruptcy Court approval

Chapter 11 Plan and Disclosure Statement

WHEREAS, the Directors and Shareholders have reviewed and discussed strategic alternatives for the Company, have been advised by, and have considered recommendations by the Company’s financial advisor and counsel with respect to the proposed chapter 11 plan of

liquidation (the “*Plan*”) and the related disclosure statement (the “*Disclosure Statement*”) and have been presented copies of the Plan and the Disclosure Statement; and

WHEREAS, based on the advice of the Professionals and advisors of Company, and after thorough discussion and review of the materials presented, the Directors and Shareholders deem it advisable and in the best interests of the Company and the creditors, equity holders, and other interested parties of the Company for the Company to pursue and consummate the transactions contemplated by the Plan and the Disclosure Statement, subject to any requisite governmental, regulatory, or Bankruptcy Court approval (collectively, the “*Transactions*”).

NOW, THEREFORE, BE IT RESOLVED, that Directors and Shareholders have each reviewed the proposed terms and conditions of the Plan and the Disclosure Statement and deem it advisable and in the best interests of the Company and the interests of the Company’s creditors, equity holders, and other interested parties (as applicable) to authorize and approve the Company’s negotiation, execution, and delivery of the Plan and the Disclosure Statement, and the performance of the Company’s obligations under and contemplated by the Plan and the Disclosure Statement on substantially the terms presented, and all other agreements, instruments, and documents to be executed and delivered in connection with the Transactions, subject to any requisite governmental, regulatory, or Bankruptcy Court approval.

RESOLVED, FURTHER that, in furtherance of the foregoing resolution, the Designated Officer be, and hereby is, authorized, empowered and directed, for and on behalf of the Company to conduct and conclude negotiations over the Plan and the Disclosure Statement and to cause the Company to pursue approval of the Plan and the Disclosure Statement, and to effect and consummate the transactions contemplated by the Plan and the Disclosure Statement and to take other actions as may be necessary or appropriate in connection therewith, subject to any requisite governmental, regulatory, or Bankruptcy Court approval.

General

RESOLVED, that the Company is hereby authorized, and the Designated Officer shall be, and hereby is, authorized, with full power of delegation, on behalf of and in the name of the Company, to take or cause to be taken any and all such further action and to execute and deliver or cause to be executed or delivered, and to amend, supplement or otherwise modify from time to time, all such further agreements, documents, certificates, statements, notices, undertakings and other writings, and to incur and to pay or direct payment of all such fees and expenses, as in the judgment of the Designated Officer shall be necessary, appropriate or advisable to effectuate the purpose and intent of any and all of the foregoing resolutions

RESOLVED, FURTHER that all acts lawfully done or actions lawfully taken by any officer of the Company or any of the Professionals in connection with the Chapter 11 Case, negotiation of the Settlement Agreement, Plan and Disclosure Statement or any proceedings related thereto, or any matter related thereto, be, and hereby are, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Company.

RESOLVED, FURTHER, that any and all actions, whether previously or subsequently taken by the Designated Officer or any other person authorized to act by the Designated Officer,

that are consistent with the intent and purpose of the foregoing resolutions or in connection with any matters referred to herein, shall be, and the same hereby are, in all respects, adopted, ratified, approved and confirmed in all respects as acts and deeds of the Company.

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Counsel to Huntington Ingalls Industries, Inc.

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

**HUNTINGTON INGALLS INDUSTRIES, INC.’S
PRELIMINARY OBJECTION AND RESERVATION OF
RIGHTS REGARDING MOTION OF DEBTOR FOR ENTRY
OF INTERIM AND FINAL ORDERS EXTENDING AUTOMATIC STAY
TO STAY ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS**

Huntington Ingalls Industries, Inc. (“**HII**”), by and through undersigned counsel, pursuant Fed.R.Bankr.P. 9014, hereby files this preliminary objection and reservation of rights (the “**Objection**”) 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**”).¹ In support of the Objection, HII respectfully states as follows:

¹ As provided in the *Notice of Adjournment of Matters Scheduled for Hearing on August 6, 2024* [ECF No. 89], “[e]xcept as expressly agreed by the Debtor and any applicable party in interest,” the deadline to file an objection to the Stay Motion passed on July 30, 2024. Prior to expiration of that deadline, the Debtor and HII agreed that HII may file an objection to, *inter alia*, the Stay Motion through and including August 30, 2024.

BACKGROUND

1. The Debtor filed the Stay Motion on June 30, 2024. The Stay Motion seeks entry of interim and final orders staying third party plaintiffs from prosecuting pending asbestos-related actions against insurers (collectively, the “**Insurers**”) of non-debtor Wayne Manufacturing Corporation (“**Wayne**”) and former officers and directors of the Debtor and Wayne (collectively, the “**Former D&Os**”) and together with the Insurers, the “**Protected Parties**”). Stay Motion ¶ 1; ECF No. 7 at 1. The requested stay would include, without limitation, the thirty-five (35) lawsuits listed on Exhibit 1 to the Proposed Interim Order (the “**Direct Action Lawsuits**”) as to any of the Protected Parties, as well as any new actions against the Protected Parties. Stay Motion ¶ 1; ECF No. 7 at 1-2. The Court entered its *Interim Order Extending the Automatic Stay to Asbestos-Related Actions Against Non-Debtor Defendants* [ECF No. 35] (the “**Interim Order**”) on July 3, 2024.

2. HII is the largest military shipbuilding company in the United States and has more than a 135-year history of advancing U.S. national defense. *See Who We Are, Huntington Ingalls Inc.*, <https://hii.com/who-we-are/>. HII is regularly named as a co-defendant alongside the Debtor and non-debtor Wayne Manufacturing Corporation (“**Wayne**”) in asbestos-related actions. Many of the relevant suits are brought under Louisiana law and in Louisiana state and federal courts.

3. As referenced in the Stay Motion and the *Opposition and Objection to Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants* [ECF No. 86] (the “**Louisiana Plaintiffs’ Objection**”) filed by Janet Rivet and Kayla Rivet (surviving spouse and child of Tommy Rivet), Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors (surviving spouse and children of Frank P. Ragusa, Jr.), and Erica Dandry Constanza and

Monica Dandry Hallner (surviving children of Michael Dandry, Jr.) (collectively, the “**Louisiana Plaintiffs**”), under the applicable Louisiana Direct Action Statute,² suit may be brought in certain circumstances directly against the insurer of an alleged tortfeasor. The Louisiana Plaintiffs seek to prosecute, and the Debtors seek to stay, actions under the Direct Action Statute.

4. Another facet of Louisiana law—virile share liability—is at play among the defendants in the Direct Action Lawsuits.³ Virile share provides that financial liability is equally split among all defendants who are found to be at fault. *See Harvey v. Travelers Ins. Co.*, 163 Co.2d 915, 919 (La. Ct. App. 1964) (“When two or more debtors are liable *in solido*, whether the obligation arises from a contract, a quasi contract, an offense, or a quasi offense, it should be divided between them. As between the solidary debtors, each is liable only for his virile portion of the obligation.” (quoting Article 2103 of the Louisiana Civil Code, as amended by Act 30 of 1960)). Any reduction in the number of parties that may be counted or credited for virile shares in the asbestos-related lawsuits involving HII and any Protected Parties will therefore substantially harm HII, and such harm is distinct from that of the Louisiana Plaintiffs.⁴

5. Moreover, virile share provides that a plaintiff may recover the entirety of a damages award from any defendant. However, any defendant required to pay more than its equal share may seek contribution from those who have not paid. *See Harvey*, 163 Co.2d at 920-1 (“Our

² Louisiana courts apply the relevant law at the time of exposure. *See Cole v. Celotex Corp.*, 599 So. 2d 1058, 1072, 1076-77 (La. 1992). “**Direct Action Statute**” therefore refers to La. R.S. § 22:1269, or the related relevant statute at the time of alleged exposure.

³ While Louisiana enacted the Louisiana Comparative Fault Law, which became effective August 1, 1980, this change was forward-looking only and many of these cases are therefore decided using virile share principles. *See Cole.*, 599 So. 2d at 1072 (“[W]e conclude that the allocation of fault among defendants is governed by pre-Act, virile share principles.”).

⁴ Virile shares may be credited, for example, when a plaintiff in a tort action settles with and releases a joint tortfeasor. *Cole*, 599 So. 2d at 1073 n. 41.

conception of the existing jurisprudence is that a solidary debtor under a conventional obligation, who pays the entire debt to the creditor, becomes legally subrogated to the rights of the creditor against the other solidary obligors for their proportionate part of the debt.”). HII has therefore asserted contribution premised on virile share liability against the Debtor and Liberty Mutual, as insurer to Wayne, in asbestos-related litigation. *See, e.g.*, Huntington Ingalls Incorporated’s Answer, Affirmative Defenses, Counter-Claim, Cross-Claims, Third-Party Complaint, and Jury Demand, *Allo v. Huntington Ingalls, Inc.* (E.D. La. No. 2:23-CV-06006), ECF No. 7 at 7-8 attached hereto as Exhibit A (“Alternatively, while denying any and all liability, [HII] is entitled to virile share contributions from the Counter-Claim, Cross-Claim, and Third-Party Defendants [including the Debtor and Liberty Mutual Insurance Company] for any and all amounts for which [HII] may be cast in judgment and virile share credits or set-offs with respect to all Counter-Claim, Cross-Claim, and Third-Party Defendants who may settle Plaintiff’s claims.”). Such actions are included in cases the Debtor seeks to stay.⁵

OBJECTION

6. HII has requested from the Debtors but not yet received certain insurance policies and agreements, other documents, and related information pertaining to the Protected Parties.⁶ Without the benefit of a full evidentiary record, it is impossible for HII to evaluate the propriety of extending the protections of the automatic stay to the Protected Parties. As set forth above, such an extension could cause severe financial harm to HII. Perhaps even more critical, the paucity of information included in the Stay Motion has hamstrung the Court and interested parties in their

⁵ For example, *Allo* is case number 1 on Exhibit 1 to the Stay Motion. *See* ECF No. 7 at 24.

⁶ HII and the Debtor are currently engaged in informal discovery, and such discovery is occurring on a rolling basis. HII has received and is in the process of reviewing some documents that the Debtor deemed responsive to its requests.

ability to even evaluate whether this Court has subject matter jurisdiction to issue the requested relief.

7. For this Court to have even related-to jurisdiction to extend the automatic stay to actions against the insurers of a non-debtor, such actions would have to threaten to deplete the *Debtor*'s estate. While the automatic stay may be extended to co-defendants in litigation, "there must be unusual circumstances and certainly something more than the mere fact that one of the parties to the lawsuit has filed a Chapter 11 bankruptcy must be shown in order that proceedings be stayed against non-bankrupt parties." *A.H. Robins Co. v. Piccinin*, 788 F.2d 994, 999 (4th Cir. 1986) (internal quotations and alterations omitted). "This 'unusual situation,' it would seem, arises when there is such identity between the debtor and the third-party defendant that the debtor may be said to be the real party defendant and that a judgment against the third-party defendant will in effect be a judgment or finding against the debtor." *Id.*

8. While courts in this Circuit may from time-to-time stay actions that threaten the *Debtor*'s insurance because such policies provide value to the estate, that rationale is stretched past its limit if there is no chance for such action to limit the Debtor to obtain payment under such policy—either because the Debtor was not entitled to payment to begin with *or* because such payments are not capped. *See Piccinin*, 788 F.2d at 1001-02 (4th Cir. 1986) (holding that the automatic stay applied to actions "against the insurer or against officers or employees of the *debtor*" because depletion of the insurance policy would deplete the value of the estate. (emphasis added)). Although the Stay Motion baldly alleges that insurance policies may have shared coverage with the Debtor, and that any depletion of any policy by Wayne would serve to deplete such policy for the Debtor, there is simply no way to determine the accuracy of such statements without review of the relevant policies, their policy limits, and their beneficiaries. *See Stay Motion*

¶ 16, ECF No. 7 at 5. Given the importance of establishing this Court's jurisdiction, it is a bridge too far for the parties and Court to take it on faith that claims against insurance policies held by a non-debtor may somehow deplete this estate.

9. HII therefore respectfully requests this Court set a date for an evidentiary hearing and issue a scheduling order allowing for sufficient discovery (to include, at a minimum, substantial document discovery and depositions of the Debtor and the relevant insurers) in advance thereof. Moreover, HII presently objects to the extension of the stay to the Protected Parties for any period past such an evidentiary hearing.

RESERVATION OF RIGHTS

10. The Debtor's skeletal Stay Motion is wholly inadequate to justify the sweeping relief sought. HII is without sufficient information to determine whether the protections of the automatic stay should be extended to the Protected Parties on a final basis. Indeed, without knowing the exact nature of the contractual and other obligations owed between the Debtor and the Protected Parties, HII cannot say with certainty whether the Debtor is correct, whether the theories espoused in the Louisiana Plaintiffs' Objection are correct, or whether there may be other theories as to why HII or other parties in interest should not be barred from pursuing asbestos-related relief from the Protected Parties. HII therefore reserves the right, upon receipt of sufficient information, to supplement and amend this objection.

CONCLUSION

For the foregoing reasons, HII presently objects to the extension of the stay to the Protected Parties beyond the period necessary for a comprehensive evidentiary hearing preceded by adequate discovery. HII reserves all rights to amend or supplement its Objection after discovery has concluded.

Dated: August 30, 2024

Respectfully submitted,

/s/ Dion W. Hayes

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Counsel to Huntington Ingalls Industries, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 30th day of August 2024, a true and correct copy of the foregoing Notice of Appearance was served via the Court's electronic case filing system (CM/ECF) to all parties registered to receive such notice in the above-captioned case.

/s/ Dion W. Hayes

Dion W. Hayes

Exhibit A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

CHARLES ALLO, III	*	DOCKET NO. 2:23-CV-06006
	*	
Plaintiff	*	
	*	
VERSUS	*	JUDGE CARL J. BARBIER
	*	
HUNTINGTON INGALLS, INC., <i>et al.</i>	*	MAGISTRATE JUDGE
	*	KAREN WELLS ROBY
Defendants	*	

**HUNTINGTON INGALLS INCORPORATED’S
ANSWER, AFFIRMATIVE DEFENSES, COUNTER-CLAIM,
CROSS-CLAIMS, THIRD-PARTY COMPLAINT, AND JURY DEMAND**

NOW INTO COURT, through undersigned counsel, comes Third-Party Defendant, Huntington Ingalls Incorporated (f/k/a Northrop Grumman Shipbuilding, Inc. [erroneously referred to as Northrup Grumman Shipbuilding, Inc.], f/k/a Northrop Grumman Ship Systems, Inc. [erroneously referred to as Northrup Grumman Ship Systems, Inc.], f/k/a Avondale Industries, Inc., f/k/a Avondale Shipyards, Inc., f/k/a Avondale Marine Ways, Inc.) (hereinafter “Avondale” or “Defendant”), who, in response to the Third-Party Complaint (the “Complaint”) filed by Hopeman Brothers, Inc. (“Hopeman”) (R. Doc. 2-3), files the following Answer, Affirmative Defenses, Counter-Claim, Cross-Claims, Third-Party Complaint, and Jury Demand:

I.

The allegations contained in Paragraph 1 of the Complaint are admitted upon information and belief.

II.

The allegations contained in Paragraph 2 of the Complaint are denied for lack of sufficient information to justify a belief therein.

III.

The allegations contained in Paragraph 3 of the Complaint are denied to the extent they are directed against Avondale and/or its employees, officers, directors, or insurers. To the extent those allegations relate to other defendants, they are denied for lack of sufficient information to justify a belief therein.

IV.

The allegations contained in Paragraph 4 of the Complaint are denied.

V.

The allegations contained in Paragraph 5 of the Complaint are denied.

VI.

The allegations contained in Paragraph 6 of the Complaint are denied insofar as said allegations assert any fault or liability of Avondale and/or its employees, officers, directors, or insurers. Said allegations are further specifically denied to the extent that they assert that Avondale designed and/or manufactured any asbestos-containing products. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

VII.

The allegations contained in Paragraph 7 of the Complaint are denied insofar as said allegations assert any fault or liability of Avondale and/or its employees, officers, directors, or insurers. The allegations contained in Paragraph 7 of the Complaint are further specifically denied to the extent that they assert that Avondale designed and/or manufactured any asbestos-containing products. Otherwise, said allegations are denied for lack of sufficient information to justify a belief therein.

VIII.

The allegations contained in Paragraph 8 of the Complaint are denied.

IX.

The allegations contained in Paragraph 9 of the Complaint are denied insofar as they constitute legal conclusions. Otherwise, said allegations are denied.

X.

The allegations contained in Paragraph 10 of the Complaint, including Subparagraphs (a) through (d), are denied insofar as they constitute legal conclusions. Otherwise, said allegations are denied.

XI.

The allegations contained in Paragraph 11 of the Complaint are denied insofar as they constitute legal conclusions. Otherwise, said allegations are denied.

XII.

Further, and out of an abundance of caution, Avondale denies all allegations of the Complaint not specifically admitted, denied, or responded to herein for lack of sufficient information to justify a belief therein.

AFFIRMATIVE DEFENSES

AND NOW, further responding to the Complaint, Avondale asserts the following Affirmative Defenses:

FIRST DEFENSE

Avondale denies any and all allegations of fault or other basis of liability. Avondale denies that it is guilty of any wrongdoing with respect to the supervision of employees on Avondale's premises, denies any wrongdoing with respect to Plaintiff, Charles Allo, III

("Plaintiff"), and/or Charles Allo, Jr., and denies any wrongdoing with regard to safety precautions taken on its behalf.

SECOND DEFENSE

Plaintiff is barred from prosecuting this action because of his and/or Charles Allo, Jr.'s knowledge of and assumption of the risks and the dangers associated with asbestos.

THIRD DEFENSE

Avondale avers that the alleged injury complained of by Plaintiff herein, if any, was caused by the sole and/or concurrent negligence of Plaintiff and/or Charles Allo, Jr. in failing to properly care for their own protection and safety, and/or to properly utilize safety equipment, thus barring any recovery herein.

FOURTH DEFENSE

If the alleged injury complained of by Plaintiff herein, if any, is found to have been caused by acts or omissions of Avondale, then the negligence of Plaintiff and/or Charles Allo, Jr. was a contributing cause of the injury, thus either barring or diminishing Plaintiff's entitlement to recovery.

FIFTH DEFENSE

The alleged injury complained of by Plaintiff herein, if any, was caused by acts, omissions, commissions, or conditions, which were the responsibility of persons other than Avondale and for whom Avondale has no legal responsibility.

SIXTH DEFENSE

Plaintiff's injuries and/or damages, if any, were the result of an act of God or unavoidable accident.

SEVENTH DEFENSE

Plaintiff's cause of action has prescribed or been extinguished in some other manner.

EIGHTH DEFENSE

Plaintiff's cause of action is barred by the doctrine of accord and satisfaction.

NINTH DEFENSE

Plaintiff's cause of action is barred by the doctrine of *Res Judicata*.

TENTH DEFENSE

Any settlement with, or release of, any manufacturer, distributor, supplier, or vendor of the asbestos-containing products that gave rise to the injuries alleged in this lawsuit extinguishes any secondary or derivative strict liability that may be alleged in this lawsuit.

ELEVENTH DEFENSE

In the event Plaintiff settles with and/or otherwise releases any solidary obligors without reserving his rights to proceed against the remaining solidary obligors, then the debt to Plaintiff is discharged as to any remaining solidary obligors pursuant to that version of La. Civ. Code art. 2203 in effect at the time of the alleged acts and omissions which form the basis of this lawsuit.

TWELFTH DEFENSE

In the event Plaintiff settles with and/or otherwise releases any person or entities, whether named as defendants or not, then Avondale is entitled to a credit for the virile shares of those settling/released persons or entities.

THIRTEENTH DEFENSE

Some or all of Plaintiff's claims, injuries, or damages are subject to application of comparative fault that must, according to Louisiana law, be assessed as to all at fault persons, including Plaintiff.

FOURTEENTH DEFENSE

Plaintiff's claims are barred by the government contractor immunity defense established in *Boyle v. United Technologies Corporation*.

FIFTEENTH DEFENSE

Plaintiff's claims are barred by derivative sovereign immunity as set forth in *Yearsley v. W.A. Ross Construction Co.*, and its progeny.

SIXTEENTH DEFENSE

Plaintiff's sole remedy for the injuries complained of herein, if any, is provided for exclusively in the Louisiana Workers' Compensation Act or the Longshore and Harbor Workers' Compensation Act, which bars all allegations herein.

SEVENTEENTH DEFENSE

In the event that Avondale is found liable, which liability is specifically denied, Avondale avers that it is entitled to a set off of all amounts recovered under the Longshore and Harbor Workers' Compensation Act or, alternatively, the Louisiana Workers' Compensation Act, if any, against any judgment which may be rendered arising out of this litigation.

EIGHTEENTH DEFENSE

Hopeman is not entitled to recover from Avondale, as the alleged injury complained of by Plaintiff herein, if any, was caused by acts, omissions, commissions, or conditions, which were the sole responsibility of Hopeman.

NINETEENTH DEFENSE

Avondale adopts herein by reference as though set forth *in extenso* all allegations against Hopeman as asserted in Plaintiff's Original Petition for Damages (R. Doc. 2-2) insofar as they assert the fault, negligence, strict liability, and any other basis of liability against Hopeman.

COUNTER-CLAIM, CROSS-CLAIMS, AND THIRD-PARTY DEMAND

1.

Plaintiff Charles Allo, III (“Plaintiff”) filed an Original Petition for Damages (R. Doc. 2-2) (“Petition”) against Hopeman Brothers, Inc. (“Hopeman”) and other defendants in Louisiana state court seeking damages for injuries allegedly sustained as a result of his and/or his father’s alleged asbestos exposure and his alleged contraction of asbestosis.

2.

Huntington Ingalls Incorporated (“Avondale”) has been named as a third-party defendant by Hopeman in this case.

3.

Avondale filed a Notice of Removal, removing this matter to this Court on October 11, 2023 (R. Doc. 2).

4.

Avondale denies any and all liability in this case.

5.

Alternatively, while denying any and all liability, Avondale is entitled to virile share contributions from the Counter-Claim, Cross-Claim, and Third-Party Defendants for any and all amounts for which Avondale may be cast in judgment and virile share credits or set-offs with respect to all Counter-Claim, Cross-Claim, and Third-Party Defendants who may settle Plaintiff’s claims.

6.

Made **Counter-Claim Defendant** herein is:

Hopeman Brothers, Inc.

Made **Cross-Claim Defendants** herein are:

- A. **Anco Insulations, Inc.;**
- B. **Liberty Mutual Insurance Company (as insurer of Wayne Manufacturing Co.); and**
- C. **Taylor-Seidenbach, Inc.**

Made **Third-Party Defendants** herein are:

- A. **Bayer CropScience, Inc. (as successor to Rhone-Poulenc AG Company, f/k/a Amchem Products, Inc., f/k/a Benjamin Foster Co.);**
- B. **Foster Wheeler, LLC (d/b/a Foster Wheeler Corporation);**
- C. **General Electric Company;**
- D. **International Paper Company (Individually and as successor by merger to Champion International Corporation and U.S. Plywood);**
- E. **Manville Personal Injury Settlement Trust (“Manville Trust”), as successor-in-interest to the Johns-Manville Corporation, a trust organized and existing under the laws of the State of New York, and administered through the Claims Resolution Management Corporation, a subsidiary of the Manville Personal Injury Settlement Trust, a company organized and existing under the laws of the Commonwealth of Virginia;**
- F. **Paramount Global, f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation; and**
- G. **Uniroyal Holding, Inc.**

7.

Plaintiff alleges that he contracted asbestosis from exposure to asbestos from Avondale Shipyards and from other sites.

8.

Avondale adopts herein by reference as though set forth *in extenso* all allegations against the Counter-Claim and Cross-Claim Defendants as asserted in Plaintiff’s Petition insofar as they assert the fault, negligence, strict liability, and any other basis of liability against the Counter-Claim and Cross-Claim Defendants. Avondale further alleges that Plaintiff’s allegations against the Counter-Claim and Cross-Claim Defendants are equally applicable to the fault, negligence, strict liability, and other bases for liability against the Third-Party Defendants and therefore

adopts and specifically asserts, as if set forth *in extenso*, those allegations against the foregoing Third-Party Defendants. Avondale affirmatively and specifically disavows any allegations against the Counter-Claim, Cross-Claim and Third-Party Defendants based on intentional tort.

9.

The Counter-Claim, Cross-Claim and Third-Party Defendants that supplied asbestos-containing materials to any job site where Plaintiff and/or Charles Allo, Jr., worked, including but not limited to Avondale, are strictly liable as commercial suppliers and/or professional vendors for any asbestos-related injuries allegedly sustained by Plaintiff, as well as all damages alleged in the Petition.

10.

The Counter-Claim, Cross-Claim and Third-Party Defendants are all miners, manufacturers, sellers, distributors, suppliers, installers, and/or users of asbestos products, and/or are insurers of miners, manufacturers, sellers, distributors, suppliers, installers, and/or users of asbestos products, and/or were engaged in or materially participated in the business of manufacturing or facilitating the manufacturing of asbestos products, or representing themselves as manufacturers of asbestos products, and/or were commercial suppliers and/or professional vendors of asbestos or asbestos-containing products, which were expected to and did reach the job sites and workplaces of Plaintiff and/or Charles Allo, Jr., from which Plaintiff was allegedly exposed to asbestos.

11.

The products mined, manufactured, distributed, supplied, sold, and/or used by the Counter-Claim, Cross-Claim and Third-Party Defendants were defective, unreasonably dangerous, and unreasonably dangerous *per se*. Plaintiff and Charles Allo, Jr. were intended

and/or foreseeable users and/or bystanders exposed to these products. These defects include, without limitation, the following:

- a. the mining, manufacture, sale, supply, distribution and use of products that are unreasonably dangerous or unreasonably dangerous *per se*;
- b. the mining, manufacture, sale, supply, distribution and use of products that possess inherent and known properties that make them unreasonably dangerous by presenting potential for causing serious injury and death to those who would be exposed to them;
- c. lack of warning or of sufficient warning of the hazards these products would present in the course of their normal, foreseeable manufacture use or intended use;
- d. lack of safety instruction or of sufficient safety instruction for eliminating or reducing the health risks associated with the intended ultimate use of these products;
- e. failure to inspect these products to assure sufficiency and adequacy of warnings and safety cautions;
- f. failure to test or adequately test these products for defects or hazards that they could present to the intended or foreseeable users;
- g. failure to truthfully report or adequately report the results of product testing, and medical studies associated with foreseeable hazards of exposure to these products by intended or foreseeable users, bystanders and others;
- h. failure to properly design these products where the nature of the product did not require use of asbestos mineral or where alternate, equally suitable substances were readily available;
- i. defects in the composition and construction of these products;
- j. failure to recall these products mined, manufactured, sold, supplied and distributed;
- k. failure to properly package these products so that they could be safely transported, handled, stored, or disposed; and

1. over-warranting the safety of these products that were manufactured, sold or supplied by the cross-defendants and third-party defendants.

12.

The fault and defective products of the Counter-Claim, Cross-Claim and Third-Party Defendants are the proximate cause of the alleged injury and damages, if any, as set forth in the Petition.

13.

The Counter-Claim, Cross-Claim and Third-Party Defendants are liable for negligence, fault, strict liability and strict products liability in connection with the manufacturing, distributing, design and/or installation of asbestos-containing products which were defective in design, unreasonably dangerous *per se*, and for failure to warn Plaintiff and/or Charles Allo, Jr. concerning asbestos hazards posed by their products.

14.

Third-Party Defendants, General Electric Company (“General Electric”) and Paramount Global, f/k/a ViacomCBS, Inc., f/k/a CBS Corporation, a Delaware Corporation, f/k/a Viacom, Inc., successor by merger with CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation (“Westinghouse”) were manufacturers of asbestos-containing products, component parts, and/or equipment, including steam turbines. Products, materials, component parts and/or equipment manufactured by General Electric and Westinghouse were used at Avondale. If Plaintiff was exposed to some level of dust from products used at Avondale, which is denied, General Electric and Westinghouse are liable for negligence, fault, professional vendor liability, and strict liability and strict products liability in connection with the manufacturing, distributing and design of asbestos-containing products used at Avondale which

were defective in design, unreasonably dangerous, unreasonably dangerous *per se*, and for failure to warn purchasers, users, and others such as Plaintiff, Charles Allo, Jr., and/or Avondale. General Electric and Westinghouse are, therefore, liable for Plaintiff's alleged injuries, if any.

15.

General Electric and Westinghouse knew or should have known that exposing Plaintiff, Charles Allo, Jr., and those similarly situated, to asbestos would cause injury and, despite that knowledge, General Electric and Westinghouse did not provide proper instructions and/or warnings to Avondale and others for which General Electric and Westinghouse are liable.

16.

General Electric and Westinghouse were aware or should have been aware of the dangers presented by exposure to their asbestos products and that Plaintiff and/or Charles Allo, Jr. and others similarly situated could be injured as a result of this type of exposure, but negligently failed to institute protective measures and to warn Plaintiff, Charles Allo, Jr., and/or Avondale of the potential health hazards from exposure to asbestos and was negligent in allegedly allowing Plaintiff and/or Charles Allo, Jr., to be exposed to unsafe levels of asbestos, which exposures caused or contributed to Plaintiff's alleged injuries, including his alleged asbestosis, if any.

17.

Further, Westinghouse was a manufacturer, seller, distributor, supplier and/or user of asbestos-containing products, including Fire Retardant Decorative Micarta ("FRDM" or "Micarta"), and was engaged in or materially participated in the business of manufacturing or facilitating the manufacturing of asbestos-containing products and/or was a commercial supplier and/or professional vendor of asbestos-containing products.

18.

Westinghouse was aware or should have been aware of the dangers presented by exposure to its asbestos products and that Plaintiff and/or Charles Allo, Jr., and others similarly situated, could be injured as a result of this type of exposure, but negligently failed to institute protective measures and/or warn Plaintiff, Charles Allo, Jr., and/or Avondale of the potential health hazards from exposure to asbestos and was negligent in allegedly allowing Plaintiff and/or Charles Allo, Jr. to be exposed to unsafe levels of asbestos, which exposures caused or contributed to Plaintiff's alleged injuries, including his alleged asbestosis, if any.

19.

As a manufacturer, seller, distributor, supplier, and/or user of asbestos products, Westinghouse knew or should have known that exposing Plaintiff and/or Charles Allo, Jr., and those similarly situated, to asbestos would cause injury and, despite that knowledge, Westinghouse did not provide proper instructions and/or warnings to Avondale and others, for which Westinghouse is liable pursuant to Louisiana Civil Code article 2315.

20.

At all times relevant hereto, Westinghouse manufactured, sold, distributed, and/or supplied asbestos-containing products, materials, and/or component parts, including asbestos-containing FRDM, which was used by Defendant Wayne Manufacturing Co. ("Wayne Manufacturing") in its manufacture of wallboard sold and installed by Hopeman on vessels at Avondale. If Plaintiff and/or Charles Allo, Jr. was exposed to some level of asbestos-containing dust from products used at Avondale, which is denied, Westinghouse is liable for negligence, fault, strict products liability and strict liability in connection with the design, manufacturing, and distributing of asbestos-containing products, which were defective in design, unreasonably

dangerous, and unreasonably dangerous *per se*, and for failure to warn purchasers, users, bystanders, and others, such as this defendant, Plaintiff and/or Charles Allo, Jr. concerning asbestos hazards posed by its products. Westinghouse is therefore liable for Plaintiff's alleged injuries, including his alleged asbestosis, if any.

21.

International Paper Company is the successor to U.S. Plywood. U.S. Plywood was instrumental in the development of Westinghouse's FRDM and served as its sole distributor from the time it was developed in approximately 1956 until sometime in the early to mid-1970s. Plaintiff and/or Charles Allo, Jr. were exposed to FRDM, which was cut and installed by Hopeman on vessels at Avondale, and said exposure was a substantial contributing cause of Plaintiff's injuries, including his alleged asbestosis, if any. International Paper Company is strictly liable and was negligent as set forth herein.

22.

U.S. Plywood was aware or should have been aware of the dangers presented by exposure to its asbestos products and that Plaintiff and/or Charles Allo, Jr., and others similarly situated, could be injured as a result of this type of exposure, but negligently failed to institute protective measures and/or warn Plaintiff, Charles Allo, Jr., and/or Avondale of the potential health hazards from exposure to asbestos and was negligent in allegedly allowing Plaintiff and/or Charles Allo, Jr. to be exposed to unsafe levels of asbestos, which exposures caused or contributed to Plaintiff's alleged injuries, including his alleged asbestosis, if any.

23.

As a seller, distributor, and/or user of asbestos products, U.S. Plywood knew or should have known that exposing Plaintiff and/or Charles Allo, Jr., and those similarly situated, to

asbestos would cause injury and, despite that knowledge, U.S. Plywood did not provide proper instructions and/or warnings to Avondale and others for which U.S. Plywood is liable pursuant to Louisiana Civil Code article 2315.

24.

U.S. Plywood was instrumental in the development of Westinghouse's asbestos-containing FRDM. At all times relevant hereto, U.S. Plywood served as the sole distributor of FRDM, which was used by Wayne Manufacturing in its manufacture of wallboard sold and installed by Hopeman on vessels at Avondale. If Plaintiff and/or Charles Allo, Jr. were exposed to some level of asbestos-containing dust from products used at Avondale, which is denied, U.S. Plywood is liable for negligence, fault, strict products liability and strict liability in connection with the design, distribution and supply of asbestos-containing products which were defective in design, unreasonably dangerous, unreasonably dangerous *per se*, and for failure to warn purchasers, users, by-standers, and others, such as Plaintiff, Charles Allo, Jr., or Avondale, concerning asbestos hazards posed by its products. U.S. Plywood is therefore liable for Plaintiffs' alleged injuries, including his alleged asbestosis, if any.

25.

Third-Party Defendant, Bayer CropScience, Inc. (successor to Rhone Poulenc AG Company, formally Amchem Products, Inc., formerly Benjamin Foster Company) ("Amchem"), was a manufacturer, seller, distributor, and/or supplier of asbestos-containing products and was engaged in or materially participated in the business of manufacturing or facilitating the manufacturing of asbestos-containing products, including but not limited to Benjamin Foster 81-27 fibrous adhesive.

26.

Amchem manufactured and sold asbestos-containing products, including but not limited to Benjamin Foster 81-27 fibrous adhesive, used at Avondale and other locations where Plaintiff and/or Charles Allo, Jr. worked, which product was defective, unreasonably dangerous and unreasonably dangerous *per se*. Amchem is strictly liable and was negligent as set forth above.

27.

Amchem was aware or should have been aware of the dangers presented by exposure to its asbestos products and that Plaintiff and/or Charles Allo, Jr., and others similarly situated, could be injured as a result of this type of exposure, but negligently failed to institute protective measures and/or warn Plaintiff, Charles Allo, Jr., and/or Avondale of the potential health hazards from exposure to asbestos, and was negligent in allegedly allowing Plaintiff and/or Charles Allo, Jr. to be exposed to unsafe levels of asbestos, which exposures caused or contributed to Plaintiff's alleged injuries, including his alleged asbestosis, if any.

28.

As a manufacturer of asbestos products, Amchem knew or should have known that exposing Plaintiff and/or Charles Allo, Jr., and those similarly situated, to asbestos would cause injury and, despite that knowledge, Amchem did not provide proper instructions and/or warnings to Avondale and others.

29.

At all times relevant hereto, asbestos-containing products and materials manufactured by Amchem were used at Avondale, pursuant to requirements in government contracts and regulations, and used by Avondale in accordance with all federal health and safety precautions. If Plaintiff and/or Charles Allo, Jr. were exposed to some level of asbestos-containing dust from

products used at Avondale, which is denied, Amchem is liable for negligence, fault, professional vendor liability, and strict liability and strict products liability in connection with the manufacturing, design, and distributing of asbestos-containing products that were defective in design, unreasonably dangerous, and unreasonably dangerous *per se*, and for failure to warn purchasers, users, and others such as Plaintiff, Charles Allo, Jr., and/or Avondale. Amchem is therefore liable for Plaintiff's alleged injuries, including his alleged asbestosis, if any.

30.

Third-Party Defendant, Foster Wheeler LLC ("Foster Wheeler"), was a manufacturer, seller, distributor, and/or supplier of asbestos-containing equipment and products and was engaged in or materially participated in the business of manufacturing or facilitating the manufacturing of asbestos-containing products, including but not limited to asbestos-containing marine boilers and components.

31.

Foster Wheeler manufactured and sold asbestos-containing marine boilers and component materials used at Avondale and other locations where Plaintiff and/or Charles Allo, Jr. worked, which equipment and products were defective, unreasonably dangerous and unreasonably dangerous *per se*. Foster Wheeler is strictly liable and was negligent as set forth above.

32.

Foster Wheeler was aware or should have been aware of the dangers presented by exposure to its asbestos products and that Plaintiff and/or Charles Allo, Jr., and others similarly situated, could be injured as a result of this type of exposure, but negligently failed to institute protective measures and/or warn Plaintiff, Charles Allo, Jr., and/or Avondale of the potential

health hazards from exposure to asbestos, and was negligent in allegedly allowing Plaintiff and/or Charles Allo, Jr. to be exposed to unsafe levels of asbestos, which exposures caused or contributed to Plaintiff's alleged injuries, including his alleged asbestosis, if any.

33.

As a manufacturer of asbestos products, Foster Wheeler knew or should have known that exposing Plaintiff and/or Charles Allo, Jr., and those similarly situated, to asbestos would cause injury and, despite that knowledge, Foster Wheeler did not provide proper instructions and/or warnings to Avondale and others.

34.

At all times relevant hereto, asbestos-containing products and materials manufactured by Foster Wheeler were used at Avondale, pursuant to requirements in government contracts and regulations, and used by Avondale in accordance with all federal health and safety precautions. If Plaintiff and/or Charles Allo, Jr. were exposed to some level of asbestos-containing dust from products used at Avondale, which is denied, Foster Wheeler is liable for negligence, fault, professional vendor liability, and strict liability and strict products liability in connection with the manufacturing, design, and distributing of asbestos-containing products that were defective in design, unreasonably dangerous, and unreasonably dangerous *per se*, and for failure to warn purchasers, users, and others such as Plaintiff, Charles Allo, Jr., and/or Avondale. Foster Wheeler is therefore liable for Plaintiff's alleged injuries, including his alleged asbestosis, if any.

35.

Third-Party Defendant, Uniroyal Holding, Inc. ("Uniroyal") was a manufacturer, seller, distributor, supplier and/or user of asbestos products, including asbestos-containing cloth, tape, yarn, and adhesives, and was engaged in or materially participated in the business of

manufacturing or facilitating the manufacturing of asbestos products, and/or was a commercial supplier and/or professional vendor of asbestos-containing products.

36.

Uniroyal was aware or should have been aware of the dangers presented by exposure to its asbestos products and that Plaintiff and/or Charles Allo, Jr., and others similarly situated, could be injured as a result of this type of exposure, but negligently failed to institute protective measures and/or warn Plaintiff, Charles Allo, Jr., and/or Avondale of the potential health hazards from exposure to asbestos, and was negligent in allegedly allowing Plaintiff and/or Charles Allo, Jr. to be exposed to unsafe levels of asbestos, which exposures caused or contributed to Plaintiff's alleged injuries, including his alleged asbestosis, if any.

37.

As a manufacturer of asbestos products, Uniroyal knew or should have known that exposing Plaintiff and/or Charles Allo, Jr., and those similarly situated, to asbestos would cause injury and, despite that knowledge, Uniroyal did not provide proper instructions and/or warnings to Avondale and others, for which Uniroyal is liable pursuant to Louisiana Civil Code article 2315.

38.

At all times relevant hereto, asbestos-containing products and materials manufactured by Uniroyal were used at Avondale, pursuant to requirements in government contracts and regulations, and used by Avondale in accordance with all federal health and safety precautions. If Plaintiff and/or Charles Allo, Jr. were exposed to some level of asbestos-containing dust from products used at Avondale, which is denied, Uniroyal Holding, Inc. is liable for negligence, fault, professional vendor liability, and strict liability and strict products liability in connection with the

manufacturing, design, and distributing of asbestos-containing products that were defective in design, unreasonably dangerous, and unreasonably dangerous *per se*, and for failure to warn purchasers, users, and others such as Plaintiff, Charles Allo, Jr., and/or Avondale. Uniroyal Holding, Inc. is therefore liable for Plaintiff's alleged injuries, including his alleged asbestosis, if any.

39.

The Manville Personal Injury Settlement Trust has succeeded to the liabilities of Johns-Manville Corporation, and is the entity subject to claims for contribution or for establishing credits or offsets with respect to the asbestos-related liabilities of Johns-Manville asserted herein. Insofar as Louisiana virile share liability law applies to the Plaintiffs' claims in this case, then Johns-Manville, by and through its respective trust, is brought into this action for the purpose of having its fault allocated in accordance with same. This third-party demand is being asserted against the Trust in accordance with the Trust Distribution Process ("TDP") for the sole purpose of listing the Trust on a verdict form or otherwise as necessary to ensure that any verdict reduction in respect of the Manville (or Trust) liability share is made pursuant to applicable law. Avondale disclaims any claim for relief beyond that which is provided in the TDP. Further, out of an abundance of caution and insofar as it may be required, Avondale waives any requirement of that the Manville Personal Injury Settlement Trust appear, answer, be subject to discovery as a party, or be subject to default or other trial court process or procedure; and Avondale stipulates that it will not move for a continuance of trial on grounds that the Manville Personal Injury Settlement Trust was not required to appear and answer.

40.

Johns-Manville manufactured asbestos-containing thermal insulation products and other asbestos-containing materials and products to which Plaintiff and/or Charles Allo, Jr. were exposed. Johns-Manville is liable for negligence, fault, strict products liability and strict liability in connection with the manufacturing, distributing and design of asbestos-containing products which were defective in design and unreasonably dangerous *per se*, and for failure to warn Plaintiff and/or Charles Allo, Jr. concerning asbestos hazards posed by its products.

41.

Johns-Manville was aware or should have been aware of the dangers presented by exposure to its asbestos products, and that persons such as Plaintiff and/or Charles Allo, Jr. could be injured as a result of this exposure, but negligently failed to institute protective measures and to warn Plaintiff and/or Charles Allo, Jr. of the potential dangers to his health from exposure to asbestos and was negligent in allowing Plaintiff and/or Charles Allo, Jr. to be exposed to unsafe levels of asbestos, which exposures caused or contributed to Plaintiff's alleged injuries, including his alleged asbestosis, if any.

42.

As a manufacturer of asbestos products, Johns-Manville knew or should have known that exposing Plaintiff and/or Charles Allo, Jr. and those similarly situated, to asbestos would cause injury and, despite that knowledge, Johns-Manville did not provide proper instructions and/or warnings for which Johns-Manville is liable pursuant to Louisiana Civil Code article 2315.

43.

Avondale hereby alleges, based on information and belief, that in addition to alleged exposure to Johns-Manville products at worksites, Plaintiff was exposed to asbestos scrap

material generated by the Johns-Manville manufacturing facility in Gretna, Louisiana and/or Marrero, Louisiana, and that said exposure to asbestos from Johns-Manville scrap material in his neighborhood, school, and elsewhere, was the sole cause of his alleged damages, including his alleged asbestosis, or a substantial contributing cause.

44.

Johns-Manville used raw asbestos, including crocidolite, at its Gretna facility and later at its Marrero facility, and manufactured asbestos-containing Transite pipe, asbestos-containing roofing shingles, and other asbestos products to which Plaintiff was exposed. Johns-Manville is liable for negligence, fault, strict products liability, and strict liability in connection with the manufacture, sale and distribution of asbestos products and waste material from its manufacturing processes, which materials were defective in design and unreasonably dangerous *per se*, and for failure to warn Plaintiff concerning the hazards posed by its asbestos products and scrap material.

JURY DEMAND

Avondale requests a trial by jury on all issues.

WHEREFORE, Huntington Ingalls Incorporated prays that its Answer, Affirmative Defenses, Counter-Claim, Cross-Claims, and Third-Party Complaint be filed, and that Counter-Claim, Cross-Claim and Third-Party Defendants be duly served and cited, and that after due proceedings are had, there be judgment in favor of Huntington Ingalls Incorporated and against Hopeman Brothers, Inc., dismissing its claims, with prejudice, and at its cost. In the alternative, should Huntington Ingalls Incorporated be found liable for the claims asserted against it by Hopeman Brothers, Inc., which is denied, Huntington Ingalls Incorporated prays that there be further judgment over and against Counter-Claim, Cross-Claim and Third-Party Defendants for

virile share contributions from all Counter-Claim, Cross-Claim and Third-Party Defendants for any and all amounts owed in connection with such claims, and for all costs of these proceedings. Huntington Ingalls Incorporated further prays for all other equitable and legal relief as the nature of the case may permit and as the law may allow, and for trial by jury of all issues herein.

Respectfully submitted,

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

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

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

NOW INTO COURT, through undersigned counsel, come the Boling Law Firm and Law Office of Philip C. Hoffman (collectively the “Law Firms”), who files this *Opposition* (this “Opposition”) to the *Motion for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants* (“Extension Motion”) filed by Hopeman Brothers, Inc. (“Hopeman” or the “Debtor”).

PRELIMINARY STATEMENT

1. The Extension Motion should be denied. The Law Firms represent plaintiffs in 35 Direct Action Lawsuits pending against non-Debtor third parties including the Former D&Os and Insurers.

2. The Debtor’s Extension Motion, which contains scant facts and conclusory allegations fails to show the “unusual circumstances” needed to justify relief. *Credit Alliance Corp. v. Williams*, 851 F.2d 119, 121 (4th Cir. 1988).

3. In the Extension Motion, the Debtor offers no real evidence, that continuing the Direct Action Lawsuits against the non-debtor defendants will have an immediate adverse economic impact on the Debtor’s estate. Indeed the Extension Motion’s sole basis for extending the stay to non-debtors consist of the following five generic and unsupported conclusory statements:

- (a) The [a]sbestos actions against the Protected Parties will deplete the Debtor’s insurance coverage”¹
- (b) 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.”²
- (c) The asbestos related actions against the Protected Parties will diminish assets of the Debtor’s estate, they constitute an infringement of this Court’s exclusive control over property of the estate, and thus such actions should be stayed pursuant to Section 362(a)(3) of the Bankruptcy Code.³

¹ Extension Motion, pp. 8-9.

² Extension Motion, pp. 8-9.

³ Extension Motion, p. 12.

- (d) The “asbestos related actions would seek to recover from the insurance policies and provide shared coverage to the Debtor, Wayne and the Former D&O’s.”⁴
- (e) “Without the requested extension of the stay, claimants would ... attempt to recover from the insurance proceeds that the Debtor proposes to channel to the liquidation trust through the chapter 11 plan” and “the liquidation trust will assume liability for all asbestos-related claims and will use its assets, including its available insurance coverage, to resolve and make distributions on account of the asbestos-related claims.”

4. The proposed justifications, each of which is conclusory and generic and unsupported by any admissible evidence lacks both legal and factual merit to justify the extraordinary relief of extending the stay to the non-debtors. The Debtor simply falls short of the required showing-to warrant a request for a preliminary injunction- that the Debtor must make in order to justify an extension of the stay. *See Rodriguez v. AMGP Rest. Corp.*, No. 17-4870, 2018 U.S. Dist. LEXIS 225400, 2018 WL 4378164, at *2 (E.D.N.Y. June 5, 2018) (holding that the non-bankrupt defendants’ “conclusory and generic allegations” about the potential impact on the bankruptcy proceeding did not warrant an extension of the automatic stay)(citing *Hernandez v. Immortal Rise, Inc.*, No. 11-4360, 2014 U.S. Dist. LEXIS 33823; 2014 WL 991715, at *5 (E.D.N.Y. Mar. 13, 2014)).

5. Other creditors have likewise highlighted these deficiencies and to the extent applicable, the Law Firms adopt and incorporate by reference the *Opposition and Objection 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* filed by Janet Rivet and Kayla Rivet,

⁴ Extension Motion, p. 9.

Maxine Becky Polkey Ragusa, Valerie Ann Ragusa Primeaux, and Stephanie Jean Ragusa Connors , and Erica Dandry Constanza and Monica Dandry Hallner [Dkt. No. 86] (the “First Objection”).

6. This Opposition, while incorporating the arguments set forth in the First Objection, further elaborates on additional grounds for why the Debtor’s requested relief is unwarranted. Specifically, following the Purdue Pharma decision, the justifications offered by the Debtor for extending the stay or enjoining the Direct Action Lawsuits are invalid and cannot support such relief. Moreover, the Debtor has failed to demonstrate that the non-debtor Defendants in the Louisiana Direct Action Lawsuits are entitled to indemnification by the Debtor. For these reasons, as detailed in both the First Objection and this Objection, the Court should deny the Extension Motion.⁵

ARGUMENT

A. **Post-Purdue Pharma, the Automatic Stay Cannot Be Extended to Direct Action Lawsuits Under the Present Circumstances.**

7. It is axiomatic that the automatic stay affords protection only to debtors and does not extend to other non-debtor defendants. In fact, in this circuit, absent “unusual circumstances,” the automatic stay does not extend to non-debtors. *In re Midway Airlines Corp.*, 283 B.R. 846, 851-52 (E.D.N.C. 2002); *Travelers Cas. & Sur. Co. v. E. Coast Welding & Constr. Co.*, No. 21-1992, 2022 U.S. Dist. LEXIS 218493, at *6-*7 (D. Md. Dec. 2, 2022); *Cosmo Imp. & Exp., LLC v. Anolik*, No. 22-1222, 2024 U.S. Dist. LEXIS 84963, at *6-*7 (D. Md. May 9, 2024). Here, the Debtors seek to stay the Direct Action Lawsuits.

⁵ Notwithstanding the intended scope of the Motion to Extend, any relief must be narrowly tailored to specific parties with instructions to proceed against non-protected parties in all pending matters. Regardless, the Court should not grant the extraordinary relief being requested here.

8. Under Louisiana law, pursuant to the Louisiana Direct Action Statute, LA. REV. STAT. § 22:1269 plaintiffs enjoy “a separate and distinct cause of action against the insurer for which an injured party may elect in lieu of his actions against the tortfeasor.” *Lumbermen’s Mut. Cas. Co. v. Elbert*, 348 U.S. 48, 51 (1954); *Jackson v. State Farm Mut Automobile Ins. Co.*, 29 So. 2d 177 (La. 1946). Louisiana’s Supreme Court has held that the direct action statute creates “substantive rights on third parties to contracts of public liability insurance, which become vested at the moment of the accident in which they are injured.” *West v. Monroe Bakery, Inc.*, 46 So. 2d 122, 123 (La. 1950). As such, courts interpreting Louisiana’s Direct Action statute have held that direct action claims against the insurer of a bankrupt insured does not violate the automatic stay. *Landry v. Exxon Pipeline Co. Mendoza Marine, Inc.*, 260 B.R. 769, 795 (Bankr. M.D. La. 2001).

9. Despite the substantive rights of the Law Firms’ clients to pursue the insurers under Louisiana’s direct action statute, the Debtor seeks to extend the stay to the non-debtor insurers and the Former D&O’s. In support of this, the Debtor provides that “the directors and officers of Hopeman who have been sued are insured and have rights under the Debtor’s insurance coverage.”⁶ And that “both the indemnity claims of the directors and officers and the potential drain on Hopeman’s insurance coverage related to Wayne must be addressed in any plan providing for the use of the Debtor’s cash and available insurance to address the Asbestos Related Claims.”⁷ The Debtor further provides that the Direct Action Lawsuits will diminish assets of the Debtor’s estate as they constitute an infringement of this Court’s exclusive control over property of the estate. The Debtor’s ultimate goal is to “channel to the liquidation trust through the chapter 11

⁶ Declaration of Christopher Lascell in Support of Chapter 11 Petition and First Day Pleadings of Hopeman Brothers, Inc., Rec. Doc. No. p. 10, fn. 5.

⁷ *Id.*

plan” and “the liquidation trust will assume liability for all asbestos-related claims and will use its assets, including its available insurance coverage, to resolve and make distributions on account of the asbestos-related claims.” In other words, the Debtor is hoping to obtain a non-consensual third party release in favor of insurers, and reducing potential recovery of the Estate and its creditors.

10. The Debtor relies on *A.H. Robins Co. v. Piccinin*, 788 F.2d 994, 999 (4th Cir. 1986) for the proposition that you can stay the Direct Action Lawsuits because the failure to enjoin would affect the bankruptcy estate and would adversely or detrimentally influence and pressure the debtor through the third party. *Id.* at 1003. However, *A.H. Robins* was decided at a time when non-consensual third-party releases were more broadly accepted under bankruptcy jurisprudence. The Supreme Court’s ruling in *Harrington v. Purdue Pharma L.P.* fundamentally alters the landscape.

11. In *Harrington v. Purdue Pharma L.P.*, the U.S. Supreme Court held that the “bankruptcy code does not authorize a release and injunction that, as part of a plan of reorganization under Chapter 11, effectively seeks to discharge claims against a non debtor without the consent of affected claimants.” *Harrington v. Purdue Pharma L.P.*, No. 23-124, 144 S. Ct. 2071, 2088, 219 L. Ed. 2d 721 (2024) [hereinafter "*Purdue Pharma*"]. In *Purdue Pharma*, the Supreme Court rejected the argument that 11 U.S.C. § 1123(b) permits a bankruptcy court to release and enjoin claims against a nondebtor without the claimants’ consent. *Purdue Pharma*, 144 S. Ct. at 2081-83 (citations omitted).

12. Since *Purdue Pharma*, the Bankruptcy Court for the District of Delaware specifically found that “[f]ollowing *Purdue Pharma*, success on the merits [for a stay injunction] cannot be based on the likelihood that the non-debtor would be entitled to a non-consensual third-

party release through the plan process.” *In re Parlement Techs., Inc.*, 2024 Bankr. LEXIS 1627, 2024 WL 3417084, slip op. at at *1.

13. Given the Supreme Court's clarification in *Purdue Pharma*, the Debtor's reliance on *A.H. Robins* to enjoin the Direct Action Lawsuits on the grounds that they might impact the reorganization efforts is misplaced. Under current jurisprudence, including the Fifth Circuit's precedents and the recent *Purdue Pharma* decision, a Debtor seeking to extend the automatic stay to non-debtors must demonstrate "unusual circumstances" that would justify such an extension. This standard is stringent and requires a clear showing that failing to enjoin the Direct Action Lawsuits would significantly harm the debtor's reorganization efforts, beyond merely causing inconvenience or financial strain.

14. However, as outlined in the First Objection, the Debtor has not met this burden. The Debtor has failed to provide sufficient evidence of any unusual circumstances that would warrant an extension of the stay to cover non-debtor insurers and former directors and officers. The Debtor's arguments largely rest on hypothetical scenarios of potential financial impact and general assertions about the depletion of insurance assets. These claims do not rise to the level of "unusual circumstances" required to justify such an extraordinary measure.

15. Moreover, the Debtor's inability to demonstrate that the Direct Action Lawsuits would directly and materially threaten the debtor's estate or its ability to reorganize undermines its position. The mere potential for insurance depletion or indemnity claims is insufficient. Courts have consistently found that for a stay to be extended to non-debtors, there must be compelling and specific evidence showing that the continuation of such lawsuits would irreparably harm the debtor's reorganization process—evidence that the Debtor has not provided.

16. In light of this, the Debtor's attempt to invoke *A.H. Robins* and its progeny as a basis for enjoining the Direct Action Lawsuits fails both legally and factually. The standard for proving "unusual circumstances" has not been met, and as such, the Court should deny the request to extend the automatic stay to the non-debtor parties. The substantive rights of creditors under Louisiana's Direct Action statute should not be overridden absent clear and compelling justification, which is lacking in this case.

17. In the Fifth Circuit, where nonconsensual nondebtor releases were never permitted, the court has held that the proceeds of liability policies are generally not property of the bankruptcy estate. *Sosebee v. Steadfast Ins. Co.* 701 F.3d 1012, 1023 (5th Cir. 2012); *In re Edgeworth*, 993 F.2d 51, 56 (5th Cir. 1993). For example, the Fifth Circuit in *Sosebee* held that where plaintiffs had sued the insurer directly for personal injuries allegedly resulting from a collision with the debtor's vessel, the insurance policy proceeds were not property of the debtor's estate. *Sosebee*, 701 F.3d at 1023; *see also La. World Exposition, Inc. v. Fed. Ins. Co. (In re La. World Exposition, Inc.)*, 832 F.2d 1391, 1401 (5th Cir. 1987)(finding that proceeds from insurance policies are not property of the estate).

B. The Debtor Failed to Establish that the Non-Debtor Defendants Are, or Even May Be, Subject to Indemnification.

18. The Extension Motion fails to provide factual support that any of the Former D&O's are or will be entitled to indemnification or have "shared" coverage with the Debtor. The Debtor contends that there are two Direct Action Lawsuits that name the Former D&Os of the Debtor and Wayne. The Debtor also contends that it has a potential obligation to indemnify Former D&Os of the Debtor and Wayne under its By-laws." And, that "prior to the petition date, the Debtor would take on the defense of the Former D&Os as part of its overall defense of the asbestos claims without the need for the D&Os to make a formal demand for indemnity." The Debtor's

First Day Declaration further provides that “the directors and officers of Hopeman who have been sued are insured and have rights under the Debtor’s insurance coverage. And that “both the indemnity claims of the directors and officers and the potential drain on Hopeman’s insurance coverage related to Wayne must be addressed in any plan providing for the use of the Debtor’s cash and available insurance to address the Asbestos Related Claims.⁸ However, aside from these statements, no concrete evidence has been provided by the Debtor to establish any right to indemnity for the Former D&Os in the Direct Action Lawsuits. These statements are self-serving and conclusory, and do not justify enjoining the Direct Action Lawsuits against the Former D&Os or others. For instance, in *In re First Cent. Fin. Corp.*, the court refused to enjoin actions against the non-debtor directors and officers simply because they shared *potential* insurance proceeds with the debtor. 238 B.R. 9, 16-18 (Bankr. E.D.N.Y. 1999). The Extension Motion fails to substantiate the blanket application of the stay that the Debtor advocates against the former D&Os.

19. If a standard corporate obligation to indemnify officers or directors for liability arising from their duties were sufficient to warrant a preliminary injunction, such relief would be far from extraordinary. *In re Parlement Techs., Inc. (f/k/a Parker LLC, f/k/a Fader, Inc.)*, No. 24-10755 (CTG), 2024 Bankr. LEXIS 1627, 2024 WL 3417084, slip op. at *1 (Bankr D Del. July 15, 2024). Although in certain cases, a preliminary injunction may be justified if the interests of co-defendants are so closely linked that a judgment against them would impact the debtor’s reorganization, such a finding must be based on more than conjecture or speculation. *McCartney v. Integra Nat’l Bank North*, 106 F.3d 506, 509-11 (3d Cir. 1997).

⁸ Declaration of Christopher Lascell in Support of Chapter 11 Petition and First Day Pleadings of HOpeman Brothers, Inc., p. 10, fn. 5.

20. In similar tort cases, courts routinely deny extending the stay to affiliated entities, such as the Former D&Os. In *Diocese of Buffalo v. Doe (In re Diocese of Buffalo)*, the bankruptcy court acknowledged that actions against non-debtors might be subject to a stay under section 362(a)(3) if they threaten to deplete insurance proceeds shared with the debtor. 618 B.R. 400, 406-407 (Bankr. W.D.N.Y. 2020). However, the court found insufficient support for applying section 362(a)(3), noting that the debtor “has supplied only an outline of insurance coverage. While this presentation is helpful, it falls far short of proof sufficient to establish that litigation against Affiliated Entities would necessarily affect property of the bankruptcy estate.” *Id.* at 406. Similarly, in *Rochester v. AB 100 Doe (In re Diocese of Rochester)*, the court reached the same conclusion, stating that “the Diocese made no effort to provide evidence showing that a specific CVA case would have a materially adverse impact on the per-occurrence limits of a specific policy of insurance.” 2022 Bankr. LEXIS 1469, *15-16 (Bankr. W.D.N.Y. May 23, 2022).

21. Likewise, the Debtor has presented nothing to establish a right to indemnity or that these Direct Action Lawsuits would have a materially adverse impact on the bankruptcy estate. While it is true that in such a context, every dollar of indemnity that the debtor may owe to its former officers would operate to dilute the recoveries of other creditors, that is not, without more, a sufficient basis to conclude that minimizing the debtor’s indemnity obligation is critical to the success of this bankruptcy case. See *In re Parlement Techs., Inc.*, 2024 Bankr. LEXIS 1627, 2024 WL 3417084, slip op. at *1. The debtor bears the burden of proof on this issue and has provided none. Without evidence showing a right to indemnity for the Former D&Os and imminent and significant impact on the reorganization process, the Extension Motion should be denied.

Dated: August 30, 2024

BOLING LAW FIRM and
LAW OFFICE OF PHILIP C. HOFFMAN

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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing was served via CM/ECF on this 30TH day of August 2024 on the Office of the United States Trustee, Counsel for the Debtors, and all parties receiving notice in the above-captioned case, constituting all necessary parties.

/s/ Jennifer J. West

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

**LIMITED OBJECTION
OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS
TO THE DEBTOR’S MOTION FOR EXTENSION OF THE AUTOMATIC STAY TO
ENJOIN ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS**

The Official Committee of Unsecured Creditors (“**Committee**”) of Hopeman Brothers, Inc. (“**Debtor**”), by and through its undersigned counsel, hereby objects 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* (Docket No. 7) (“**Motion**” or “**Mot.**”) to the extent it seeks to enjoin direct actions by asbestos claimants against Liberty Mutual Insurance Company (“**Liberty**”). The grounds supporting this limited objection are as follows.

of [New York] Insurance Law § 3420.”); *Sales v. U.S. Underwriters Ins. Co.*, No. 93 CIV. 7580 (CSH), 1995 WL 144783, *9 (S.D.N.Y. Apr. 3, 1995) (“[P]laintiffs’ right of action under [New York Insurance Law] Section 3420(a)(2) accrued at the time of the injury, and . . . any subsequent settlement or release effectuated by . . . [the tortfeasor] and . . . [insurance company] is not determinative of plaintiffs’ rights.”); *Shapiro v. Republic Indem. Co. of Am.*, 341 P.2d 289, 291 (Cal. 1959) (noting that persons injured by a tortfeasor are “third-party beneficiaries of the [tortfeasor’s] policy” and “had an interest that could not be altered or conditioned by independent action of the insurer and the insured. Nor can these rights be conclusively determined against the injured persons in an action to which they were not made parties”).²

3. Second, direct actions against Liberty are also not stayed under § 362(a)(1) of the Bankruptcy Code. By its express statutory terms, § 362(a)(1) stays proceedings against only debtors, not nondebtor codefendants. And the Fourth Circuit has rejected several attempts to expand the protection of the automatic stay under § 362(a)(1). The Debtor nevertheless suggests that “unusual circumstances” favoring an expansion of the stay exist based on the alleged “identity of interest” between the Debtor and Liberty. But the Debtor, which has the burden on its Motion, fails to explain why this alleged “identity” is material here. And the “unusual circumstances” test for expanding the stay should not even apply because staying direct actions against Liberty is not necessary for the Debtor to successfully reorganize; the Debtor has chosen not to reorganize at all

² New York Insurance Law § 3420 requires liability policies issued or delivered in New York to contain certain provisions that, *inter alia*, ensure that (i) “the insolvency or bankruptcy of the person insured, or the insolvency of the insured’s estate, shall not release the insurer from the payment of damages for injury sustained or loss occasioned during the life of and within the coverage of such policy or contract” and (ii) under certain conditions, judgment creditors of the insured may maintain an action “against the insurer under the terms of the policy or contract for the amount of such judgment not exceeding the amount of the applicable limit of coverage under such policy or contract.” Virginia law requires the same thing of insurance policies issued or delivered in the Commonwealth. *See* Va. Code Ann. § 38.2-2200 (West).

and instead intends to liquidate. For all the reasons explained herein, the Motion should be denied as to direct actions against Liberty.

ARGUMENT

4. The Debtor bears the burden of demonstrating that the automatic stay should be “extended” to enjoin the actions against nondebtors. *See, e.g., In re Earl L. Pickett Enters., Inc.*, No. 12-81284C-11D, 2012 WL 6050567, at *3 (Bankr. M.D.N.C. Dec. 5, 2012) (denying motion to extend stay to nondebtor under § 362(a) because “there has been no showing of ‘unusual circumstances’ in this case that would permit the court to extend the automatic stay”); *In re Riverfront Props., LLC*, 405 B.R. 570, 575 (Bankr. D.S.C. 2009) (noting that “[t]he debtor-in-possession must necessarily bear the burden of proof” to extend stay to nondebtor under section 362(a) and holding debtor-in-possession failed to meet this burden).³ As explained below, the Debtor fails to meet that burden.

I. There Is No Basis to Stay Direct Actions Against Liberty Under § 362(a)(3) Because Those Actions Do Not Implicate or Affect Property of the Estate

5. Section 362(a)(3) of the Bankruptcy Code stays “any act . . . to exercise control over property of the estate.” 11 U.S.C. § 362(a)(3). The Debtor contends that the direct actions “will threaten or adversely affect . . . [its] estate” because they “will deplete the Debtor’s insurance coverage” and thus be violative of § 362(a)(3). Mot. ¶¶ 23 & 25 (citations omitted). But the Debtor’s argument fails when it comes to direct actions against Liberty.

6. *First*, the Debtor has disclaimed any interest in Liberty’s coverage or insurance obligations. Tellingly, none of the “primary layer and excess insurance” from Liberty is listed on

³ *See also Nike USA, Inc. v. First to the Finish Real Est., LLC*, No. 21-CV-3187, 2022 WL 2483611, at *4 (C.D. Ill. July 6, 2022) (declining to extend stay to nondebtors because movants had “not shown that they fall into either of § 362(a)’s automatic stay exceptions”); *In re Divine Ripe, L.L.C.*, 538 B.R. 300, 302, 314 (Bankr. S.D. Tex. 2015) (noting that “[t]he party invoking the stay [for nondebtor] has the burden to show that it is applicable” and declining to extend stay because “the Debtor’s exhibits and witness testimony in support of its Motion to Extend the Automatic Stay provide no evidentiary support” for doing so).

the Debtor’s schedule of assets. Debtor’s Schedules of Assets and Liabilities and Statements of Financial Affairs, at 21-23, Docket No. 59.⁴ This is because, as it has represented to the Court, from the Debtor’s perspective, “all of the primary layer and excess insurance that Hopeman purchased from . . . [Liberty] is exhausted” and “released” by virtue of a 2003 compromise between the Debtor and Liberty.⁵ Thus, the Debtor has no reported interest in any liability insurance coverage from Liberty that could be property of the estate. Accordingly, the Debtor has no basis to assert that direct actions against Liberty would affect estate property.

7. *Second*, even though the Debtor has disclaimed any interest in the Liberty coverage based on alleged “exhaustion and release,” asbestos claimants still have rights to access that coverage. Persons injured by a tortfeasor obtain rights under the tortfeasor’s liability insurance policies that the actions of the tortfeasor and its insurance carrier cannot impair. *See, e.g., Shapiro*, 341 P.2d at 291. For asbestos victims, these rights accrue at the time of injury—which in the case of asbestos-related injury and diseases is commonly understood to commence upon exposure to the tortfeasor’s asbestos or asbestos-containing products. *See, e.g., Cole v. Celotex Corp.*, 599 So. 2d 1058, 1063, 1075 (La. 1992) (observing that exposure to harmful substances causing injury triggers insurance coverage). Claimants’ rights as beneficiaries to tortfeasors’ insurance contracts are commonly codified in statutes, like New York’s and Virginia’s cited *supra* note 2, that effectively render a liability insurance policy “a tri-partite contract” between the insurer, the policyholder, and the tort victim. *See Storm v. Nationwide Mut. Ins. Co.*, 97 S.E.2d 759, 764 (Va. 1957); *see also Davis v. Nat’l Grange Ins. Co.*, 281 F. Supp. 998, 1000 (E.D. Va. 1968) (stating that “in Virginia anyone injured by the negligence of the insured under the policy is a beneficiary

⁴ The Debtor’s schedule includes workers’ compensation coverage issued by Liberty, but that insurance is not at issue in the underlying direct-action lawsuits.

⁵ Lascell Decl. Supp. Chapter 11 Pet. ¶ 34, Docket No. 8; Disc. Resps. at 6.

of the policy”), *disapproved of on other grounds by Rowe v. U. S. Fid. & Guar. Co.*, 421 F.2d 937 (4th Cir. 1970). As the Virginia Supreme Court observed in *Storm*, that the Debtor may have released its rights under the Liberty policies does not impact the claimants’ rights to that coverage: “Quite an anomalous situation would exist if rights and interests of injured parties for whose benefit and protection this legislation was enacted could be defeated by actions at law or in equity solely between the other two parties to what the statutes make a tri-party contract.” 97 S.E.2d at 764.

8. In *Courville v. Lamorak Insurance Co.*, Liberty tried to limit its liability to asbestos victims through a settlement agreement it entered into with another asbestos company, Reilly-Benton Company, Inc. 301 So. 3d 557, 560 (La. Ct. App. 2020). The Louisiana court in *Courville* rejected Liberty’s position, stating:

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

Id. Thus, even though the Debtor may have relinquished its rights to the Liberty coverage, the rights of asbestos claimants to access the Liberty coverage remain intact. In other words, the 2003 agreement between Liberty and the Debtor that allegedly “released” the Liberty coverage could not have impacted the rights of asbestos claimants to access the coverage, which remains available to them if not to the Debtor.⁶ Accordingly, there is no basis for staying direct actions against Liberty under § 362(a)(3).

⁶ Of course, Liberty is entitled to claim, and attempt to prove, in these suits that the coverage is “exhausted.” It is likely, however, that many of the claims implicate Liberty’s “operations” coverage, which is not subject to aggregate limits of liability. *See, e.g., Gen. Ins. Co. of Am. v. United States Fire Ins. Co.*, 886 F.3d 346, 350 (4th Cir. 2018) (construing insurance policies similar to the Debtor’s and concluding that there are no aggregate coverage limits for

Cir. 1986)). Noting the “fundamental precept of corporate law that each corporation is a separate legal entity with its own debts and assets, even when such corporation is wholly owned by another corporate entity,” the *Kreisler* court found that, if the wholly owned subsidiary “wished to receive the protections afforded by [section] 362(a)(1), it must have filed for bankruptcy.” *Id.* at 213-14.

11. Likewise, in *Credit Alliance Corp. v. Williams*, the Fourth Circuit determined that the automatic stay did not block a creditor from obtaining a judgment against a nonbankrupt guarantor of the debtor’s obligations, even if recovery from the guarantor would give the guarantor claims for reimbursement or contribution against the debtor. 851 F.2d 119, 121 (4th Cir. 1988). The court further underscored its view that “Congress knew how to extend the automatic stay to non-bankrupt parties when it intended to do so,” citing 11 U.S.C. § 1301(a)’s “narrowly drawn provision to stay proceedings against a limited category of individual cosigners of consumer debtors” in chapter 13. *Id.*⁸

12. Nevertheless, the Debtor contends that the automatic stay should be extended beyond its plain terms based on the “unusual situation” that exists as a result of an alleged “identity of interest” between the Debtor and nondebtor third parties. Mot. ¶ 24 (citing, *inter alia*, *Piccinin*, 788 F.2d at 999). Specifically, the Debtor contends that the claims it seeks to stay “are identical and co-extensive in every respect to” claims that have been or may be asserted against the Debtor. *Id.* ¶ 26. But the Debtor fails to demonstrate how this is true, or even why it would matter even if it were true, when it comes to direct actions against Liberty. The Debtor further argues that continuing asbestos actions against “Protected Parties” will “deplete the Debtor’s insurance

⁸ See also *Runkle v. Genesis Worldwide II, Inc.*, 143 F. App’x 515, 517 (4th Cir. 2005) (declining to stay action against two nondebtor codefendants where the remaining defendants were in bankruptcy); *Winters ex rel. McMahon v. George Mason Bank*, 94 F.3d 130, 133 (4th Cir. 1996) (noting that it is “well settled that the automatic stay does not apply to non-bankrupt codebtors, . . . nor does the automatic stay prevent actions against guarantors of loans” (citing *Williford*, 715 F.2d at 126, and *Credit Alliance*, 851 F.2d at 121)).

coverage.” *Id.* ¶ 26. Yet, as discussed above, the Debtor has disclaimed any interest in the Liberty coverage, so none of its insurance coverage would be at risk of being “deplete[d]” if direct actions against Liberty were to proceed. *See supra* part I.

13. Moreover, the Debtor’s argument misconstrues the nature of Louisiana direct actions. The Louisiana direct action statute creates “a separate and distinct cause of action against the insurer which an injured party may elect in lieu of his action against the tortfeasor.” *Lumbermen’s Mut. Cas. Co. v. Elbert*, 348 U.S. 48, 51 (1954). Under the direct action statute, “a plaintiff may sue a tortfeasor’s liability insurer without joining the tortfeasor as a defendant and establish both the insured’s liability and the insurer’s obligation in a single suit.” *Gateway Residences at Exch., LLC v. Ill. Union Ins. Co.*, 917 F.3d 269, 272 (4th Cir. 2019) (citing La. Stat. Ann. § 22:1269(B)). The direct action statute thus confers “substantive rights on third parties to contracts of public liability insurance, which become vested at the moment of the accident in which they are injured.” *West v. Monroe Bakery, Inc.*, 46 So. 2d 122, 123 (La. 1950). Thus, the statutory direct action claims of asbestos claimants against Liberty are independent and exist separate and apart from the common law or statutory claims they possess against the Debtor.

14. Furthermore, the “unusual circumstances” that the Fourth Circuit sought to address through injunctive relief in *Piccinin*, a case in which the debtor was seeking to reorganize, supplies no basis for departing from the § 362(a)(1)’s plain language when, as here, the Debtor seeks liquidation under chapter 11. “The overarching basis upon which courts have held that unusual circumstances justify expanding the automatic stay to non-debtor parties is to prevent an adverse impact on the debtor’s ability to formulate a Chapter 11 plan [of reorganization].” *In re Plan 4 Coll., Inc.*, 09-17952DK, 2009 WL 3208285, at *2 (Bankr. D. Md. Sept. 24, 2009) (concluding that, because “there is no corporate reorganization as this is a Chapter 7 liquidation,” the “Florida

actions in no way have a negative impact upon an attempt by the Debtor in this bankruptcy case to reorganize”) (citing *Piccinin*, 788 F.2d at 1003); accord *In re Env’t Manucraft Inc.*, 118 B.R. 404, 405-06 (Bankr. D.S.C. 1989) (finding there were no unusual circumstances to justify staying nondebtor actions where the plan was to liquidate and not reorganize).

15. Here, where the Debtor seeks to liquidate, the unusual circumstances justifying an expansion of the automatic stay to shield Liberty from Louisiana direct actions does not exist as there are no reorganization efforts to protect. See *Cortes v. Juquila Mexican Cuisine Corp.*, No. 17-CV-3942 (RER), 2020 WL 13550200, at *3 (E.D.N.Y. July 30, 2020) (“In assessing whether immediate adverse economic consequences are likely to flow from a claim against a non-debtor, courts often have differentiated petitions for relief filed under Chapter 7 from those filed under Chapter 11, finding that the risk of adverse economic impact is absent when the debtor is liquidating under Chapter 7, as opposed to reorganizing under Chapter 11.”); *In re Pitts*, No. 808-74860-REG, 2009 WL 4807615, at *6 (Bankr. E.D.N.Y. Dec. 8, 2009) (“In our case, there is no risk to any reorganization if the stay is not extended to the Corporate Defendants because the Debtor is liquidating.”).⁹

16. In none of the cases cited by the Debtor did the courts find unusual circumstances to justify a stay to protect nondebtors in a liquidation. See Mot. ¶ 23 (citing cases). Indeed, in *Eastern Airlines, Inc. v. Rolleston (In re Ionesphere Clubs, Inc.)*, which the Debtor cites (Mot. ¶ 23), the court found that extending an automatic stay to nondebtors applies only “when such an injunction is necessary to protect the debtors and the parties in interest *to the reorganization in their attempt to reorganize successfully.*” 124 B.R. 635, 642 (Bankr. S.D.N.Y. 1990) (emphasis

⁹ See also *Le Metier Beauty Inv. Partners LLC v. Metier Tribeca, LLC*, No. 13 CIV. 4650 JFK, 2014 WL 4783008, at *4 (S.D.N.Y. Sept. 25, 2014) (“[A]llowing Plaintiffs to continue their action against [the nondebtor] cannot pose a serious threat to the Debtor’s reorganization efforts because there is no reorganization to threaten. Instead, Debtor’s operating assets have been liquidated.”).

added).¹⁰ Because the Debtor is not seeking to reorganize in chapter 11, there are no “unusual circumstances” justifying an expansion of the automatic stay to enjoin direct actions against Liberty.

RESERVATION OF RIGHTS

17. The Committee reserves all rights to move for entry of an order modifying or lifting the stay if, during its ongoing discovery or analysis, the Committee determines that the stay should not extend to protect certain insurers or other nondebtor entities.

CONCLUSION

For the reasons explained above, the Court should deny the Motion to the extent it seeks to stay or enjoin direct actions against Liberty and grant such other and further relief as this Court deems just and appropriate.

[Signature of counsel on following page]

¹⁰ *Kaiser Gypsum*, cited by the Debtor, was a reorganization, not a liquidation. Mot. ¶ 23. And the court there later lifted the automatic stay so asbestos claimants could file or continue their cases in the tort system, and enforce settlements and judgments against the debtors’ unlimited insurance assets. See Order Lifting the Automatic Stay Pursuant to 11 U.S.C. § 362 as to Certain Asbestos Personal Injury Claims ¶ 2, *In re Kaiser Gypsum Co.*, No. 3:16-bk-31602 (Bankr. W.D.N.C. Aug. 9, 2018), Docket No. 1108.

Respectfully submitted,

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

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

OMNIBUS REPLY IN SUPPORT OF MOTION OF THE DEBTOR FOR ENTRY OF INTERIM AND FINAL ORDERS EXTENDING THE AUTOMATIC STAY TO STAY ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS

Hopeman Brothers, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”), hereby files this omnibus reply (the “Reply”) in support of entry of a final order (the “Final Order”) approving 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* (the “Motion to Stay”) ¹ and represents as follows:

¹ Capitalized terms not otherwise defined herein shall have the meanings set forth in the Motion to Stay. On July 3, 2024, this Court entered the interim order approving the Motion to Stay on an interim basis [Doc. No. 35] (the “Interim Order”).

PRELIMINARY STATEMENT

1. The Motion to Stay seeks only temporary relief, not to alter any party’s substantive rights to pursue the Debtor’s Insurers or any of the other Protected Parties after a “pause” in the litigation during this bankruptcy case.² The Debtor is not seeking in this case a nonconsensual release of any of the Protected Parties. Claimants who believe they have direct actions against the Insurers – including Liberty Mutual Insurance Company (“LMIC”) – can pursue them after the Debtor is afforded a “breathing spell” and a reasonable opportunity to prosecute a chapter 11 plan that will benefit all creditors by establishing an efficient and fair process to utilize the Debtor’s remaining cash and its insurance policies to resolve and make payments on the valid claims among the thousands of unresolved asbestos-related claims asserted against the Debtor. The Motion to Stay merely seeks to avoid the wasting of estate resources and the depletion of available insurance coverage that will be caused by a small subset of creditors trying to pursue their claims during the bankruptcy to the detriment of others.

2. The relief sought in the Motion to Stay squarely aligns with the goals of the automatic stay outlined by the Fourth Circuit in *A.H. Robins Co. Inc. v. Piccinin*: “to protect the debtor from an uncontrollable scramble for assets in a number of uncoordinated proceedings, to preclude one creditor from pursuing a remedy to the disadvantage of other creditors, and to provide the debtor and its executives with a reasonable respite from protracted litigation, during which they may have an opportunity to formulate a plan of reorganization for the debtor.” 788 F.2d 994, 998 (4th Cir. 1986).

² As explained in paragraph 9 of the Motion to Stay, the Protected Parties include (a) the Insurers who provide or provided shared-insurance coverage to the Debtor and Wayne and are named in “direct-action” asbestos-related lawsuits on behalf of Wayne, and (b) the Former D&Os of the Debtor and Wayne who also are named in asbestos-related lawsuits with the Debtor and are covered under the Debtor’s insurance policies. The full list of the known Protected Parties is set forth on Exhibit A annexed hereto.

3. Approval of the Motion to Stay on a final basis will enable the Debtor to accomplish these goals and preserve estate assets by: (a) avoiding the depletion of excess liability insurance coverage to address only a subset of claims against the Debtor, (b) avoiding the incurrence of attorneys' fees by the Debtor to address discovery requests in both claims litigation and expected coverage disputes with the Insurers, (c) avoiding the triggering of potential indemnity claims against the estate by Protected Parties having to incur defense costs in lieu of the Debtor, which indemnity claims might dilute recoveries for the Debtor's other creditors, and (d) avoiding the unnecessary incurrence of other administrative expenses, which the Debtor unfortunately would have to incur to protect its interests in what is a complex and intertwined liability insurance portfolio, arising out of the commencement or continuation of litigation against the Debtor's current and former Insurers during the bankruptcy.

4. Without the requested relief, piecemeal efforts to litigate the same asbestos-related claims brought against the Debtor would be prosecuted against the Protected Parties, notwithstanding the bankruptcy filing and the automatic stay. To be clear, however, the only claimants who oppose the Motion to Stay are Louisiana claimants who want to prosecute direct-action claims against the Debtor's Insurers and Former D&Os during the bankruptcy case. As explained in the Motion to Stay, there are thirty-five (35) Direct Action Lawsuits that currently are pending in Louisiana and each names the Debtor and LMIC as either defendants or third-party defendants.³ See Motion to Stay, ¶ 15; see also Exhibit B 1-3 attached, which are representative of the complaints and third party complaints in these Direct Action Lawsuits. Counsel for some of these claimants have made perfectly clear in both post-petition communications and in their

³ Counsel for each of the claimants in these direct-action lawsuits were served with the Motion to Stay and the Interim Order. See Certificates of Service, Docket Nos. 24 and 52. Two of these Direct Action Lawsuits also name as defendants Former D&Os.

oppositions to the Motion to Stay that they seek to continue with, and in some cases amend pending litigation to pursue LMIC, or other insurers of the Debtor, to address their claims outside of and during the bankruptcy case. These claimants with direct action rights against the Debtor's Insurers want to continue the "race to the courthouse," with no competition from the thousands of other asbestos claimants who do not hold or have not asserted direct action claims, to access the Debtor's insurance coverage before the Debtor can transfer that coverage to a liquidation trust under the Debtor's proposed chapter 11 plan for the benefit of all holders of valid asbestos-related claims against the Debtor.

5. To the extent such post-petition litigation would dilute the Debtor's insurance coverage that might be available to pay other claimants, it is in violation of the automatic stay of section 362(a)(3). "A products liability policy of the debtor is . . . valuable property of the debtor, particularly if the debtor is confronted with substantial liability claims within the coverage of the policy in which case the policy may well be . . . the most important asset of the . . . estate." *Piccinin*, 788 F.2d at 994 (also involving Louisiana direct action lawsuits). That is the case here.

6. Furthermore, to the extent such litigation were to continue during the pendency of this case, the Debtor would be subjected to indemnification claims from certain of the Protected Parties, and also would be forced to spend the estate's dwindling cash responding to discovery in and taking action to protect its interests. Case law supports that this is precisely the "unusual circumstances" in which this Court can order that the asbestos-related actions are to be stayed against each of the non-debtor Protected Parties under 362(a)(1). *Id.* at 999.

7. The Committee and certain Louisiana claimants assert in their objections that direct action lawsuits against LMIC should be permitted to proceed because the LMIC policies are not property of the estate, since, as the Debtor contends, the coverages under those policies were either

exhausted (meaning the aggregate limits of coverage were met with respect to “completed operations” or “products” coverage) or released by the Debtor (meaning, with respect to continuing-“operations” or “non-products” coverage without aggregate limits, the coverage was settled and “bought-back” by LMIC) pursuant to a settlement agreement with LMIC entered into more than 20 years ago (the “LMIC Settlement”).⁴ They also argue that, even if that is true, their claims attached to the LMIC policies and were not subject to the settlement of the operations coverage, despite the fact that their own allegations in the Direct Action Lawsuits are that their alleged claims were not known to exist for nearly 17-20 years after the LMIC Settlement. This Court, however, does not need to pass judgment on whether the Louisiana claimants’ claims are completed operations or products claims subject to aggregate limits or operations claims not subject to aggregate limits, or whether any of their claims survived the LMIC Settlement, because the Debtor is not seeking to eliminate these claims in the Motion to Stay or even in its proposed chapter 11 plan. After the conclusion of this chapter 11 case, asbestos claimants will be free to pursue these claims against LMIC, to the extent any such claims exist. Asserting those claims now, however, will involve extensive discovery and legal disputes that will be costly to the estate to address.

8. In addition, the issue of whether the LMIC Settlement is binding on the Louisiana claimants—which this Court has not been asked to and does not need to decide—likely will spur coverage disputes between the Debtor and its excess Insurers, or among the Debtor’s excess

⁴ The LMIC Settlement Agreement and Release Between Hopeman Brothers, Inc. and Liberty Mutual Insurance Company, dated March 21, 2003, by its terms purports to be a confidential document. The Debtor has sought permission from LMIC to freely share that agreement and the related Indemnification and Hold Harmless Agreement of the same date with parties-in-interest in this case and to use those agreements strictly for proceedings in this bankruptcy. LMIC has not agreed to date. The Debtor is prepared to produce the LMIC settlement documents with any party-in-interest upon entry into an appropriate Confidentiality Agreement, or with the Court’s approval.

Insurers themselves, or with LMIC, on the extent of their respective obligations if the 20-year old LMIC Settlement is challenged and/or upset. Such “messy” disputes are precisely why it is critical that LMIC remain a Protected Party during the pendency of this chapter 11 case. Yet, deferring the claimants’ litigation with LMIC until after the bankruptcy will not impair the claimants’ rights, if they have any such claims.

9. Accordingly, for the reasons set forth in the Motion to Stay and further explained below, the Debtor believes that all such actions against the Protected Parties either are automatically stayed under sections 362(a)(1) and 362(a)(3), or this Court should stay such actions under its power to do so, including through use of section 105(a) in conjunction with section 362(a), to avoid the interference and unnecessary expense and distraction associated with the Louisiana claimants’ attempt to end run the automatic stay.

SUMMARY OF THE ARGUMENTS IN OPPOSITION TO THE MOTION STAY

10. Four objections were filed to the Motion to Stay (collectively, the “Objections”):

(i) the *Opposition and Objection to Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants* [Docket No. 86] (“Roussel Objection”) filed on behalf of three families of Louisiana asbestos claimants who have filed direct action claims against the Debtor (the “Roussel Claimants”), and in which a co-defendant of the Debtor, Huntington Ingalls Industries, Inc. (“HI”), the owner of the former Avondale shipyard in Louisiana, has filed third-party complaints against LMIC as insurer for Wayne;

(ii) *Huntington Ingalls Industries, Inc.’s Preliminary Objection and Reservation of Rights Regarding Motion of Debtor for Entry of Interim and Final Orders*

Extending Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants [Docket No. 135] (the “HII Objection”);

(iii) *Opposition and Objection to Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants* [Docket No. 138] (the “Hoffman Objection”) filed on behalf of two Louisiana law firms, the Boling Law Firm and the Law Office of Philip C. Hoffman, which Objection does not identify their clients but from a review of the Direct Action Lawsuits, the Hoffman firm represents nine plaintiffs and the Boling Law Firm represents one plaintiff in those Louisiana Direct Action Lawsuits (collectively, the “Hoffman Claimants”) that name both the Debtor and LMIC, as insurer for Wayne, as defendants; and

(iv) *Limited Objection of the Official Committee of Unsecured Creditors to the Debtor’s Motion for Extension of the Automatic Stay to Enjoin Asbestos-Related Actions Against Non-Debtor Defendants* [Docket No. 141] (the “Committee Objection”), filed on behalf of the Official Committee of Unsecured Creditors (the “Committee”).

11. The arguments raised in the Objections principally fall into five categories:

(i) Louisiana asbestos claimants have rights to pursue direct actions against the Debtor’s Insurers despite the commencement of this chapter 11 case, and such actions would not deplete the Debtor’s policies;

(ii) LMIC should not be a Protected Party because post-petition pursuit of any Louisiana claimant’s claims asserted against LMIC will not harm the estate;

(iii) The Debtor has failed to demonstrate that any of the Protected Parties are entitled to indemnification;

(iv) Following the Supreme Court's recent decision in *Harrington v. Purdue Pharma L.P.*, 144 S. Ct. 2071 (2024), it is inappropriate for the Court to extend the automatic stay to non-debtors; and

(v) The relief sought in the Motion to Stay should have been commenced through an adversary proceeding.

12. In sum, the Motion to Stay is uncontested except with respect to the proposed direct action claims the Roussel Claimants and the Hoffman Claimants want to pursue against LMIC (and the Committee curiously wants them to have permission to pursue despite the potential detriment to all other claimants) and the claims the Hoffman Claimants suggest they may pursue against Former D&Os. *See* Roussel Objection, p. 1; Committee Objection, p. 2; Hoffman Objection, p 10. The HII Objection only seeks more information to assess the Motion to Stay, but importantly, nothing about the relief sought in the Final Order would prevent HII, or any other party, from seeking relief from the Final Order later if circumstances warrant relief.

13. Each of the Objections should be overruled. Short responses to the numbered issues above are as follows:

(i) The continuation or commencement of Direct Action Lawsuits against the Debtor's excess insurers would lead to expensive coverage fights over, among other issues, allocation, exhaustion and policy coverage of the claims, all of which would ensnare the Debtor in discovery and cause it to incur substantial administrative expenses. In addition, if the claims are covered by policies with aggregate limits, the Debtor faces a diminution of coverage in policies owned by the Debtor that insure against liabilities and/or defense costs of other claimants besides the objecting Louisiana claimants. In addition, the automatic stay bars direct action claims against the Debtor's Insurers under section

362(a)(3) because proceeds of the policies are property of the Debtor's estate to the extent they might diminish recoveries for other claimants and frustrate the orderly administration of the claims by this Court.

(ii) If LMIC is not a Protected Party, the Debtor will incur substantial administrative expenses to (a) respond to discovery on the underlying claims and the insurance coverage disputes about the effectiveness of the LMIC Settlement, (b) follow litigation in Louisiana to protect the Debtor's interests to avoid collateral estoppel and rulings inconsistent with the Debtor's interests, and (c) address indemnity claims asserted by LMIC under purported contractual indemnity rights, which the Debtor will have to defeat to avoid diluting the recoveries of claimants, and address indemnity claims of Former D&Os if they are defendants in that litigation. To the extent the Louisiana claimants' proposed post-petition litigation is not automatically stayed by section 362(a)(1), this Court has the power to stay the litigation under section 105(a) because the harms to the Debtor outweigh any harm to the objectors by a temporary pause in the pursuit of the litigation, and it is in the best interest of all of the Debtor's creditors and the public that the Debtor have the opportunity to prosecute its chapter 11 plan without draining the estate's assets during that effort.

(iii) The Debtor's corporate By-Laws (attached hereto as Exhibit C) expressly provide for indemnity to the Former D&Os, and LMIC has threatened to pursue indemnification claims against the Debtor under a written indemnity agreement entered into in connection with the 2003 LMIC Settlement with the Debtor. In addition, the Hoffman Claimants appear to want to continue pursuing claims against the Former D&Os, who have express indemnity rights from the Debtor. Accordingly, the threatened actions

against these Protected Parties should be deemed stayed by section 362(a)(1) because of such potential indemnification obligations, and no asbestos claimants will be harmed by this Court confirming the automatic stay applies to the Protected Parties to simply maintain the status quo during the pendency of this case.

(iv) Nothing in *Purdue Pharma* prevents a bankruptcy court from extending the automatic stay to non-debtors, particularly during the prosecution of a chapter 11 plan.

(v) There is no procedural bar to the relief sought in the Motion to Stay; it does not require an adversary proceeding. This Court has the authority to grant the relief the Debtor seeks, including with respect to direct actions claims against LMIC, by enforcement of the automatic stay as written, and through the modification or extension of the stay under section 362(a) itself, or in combination with section 105(a). To the extent the preliminary injunction standard applies, the Debtor satisfies the standard, as set forth below. If the Court would prefer, the Debtor is amenable to the Court treating the Motion to Stay as an adversary proceeding.

14. For these reasons and those set forth below, the Motion to Stay should be granted on a final basis.

REPLY

A. The Automatic Stay Bars Direct Action Lawsuits Against the Debtor's Insurers During the Pendency of a Bankruptcy Case Because Proceeds of the Policies Are Property of the Debtor's Estate

15. First, and contrary to the arguments raised in the Objections that serve only the interests of the objecting Louisiana claimants, any direct action claims against the Debtor's Insurers for claims against the Debtor are stayed by section 362(a)(3) because the proceeds of a debtor's liability insurance policies are property of the Debtor's bankruptcy estate in circumstances like those presented in this bankruptcy case. Established case law further supports that it is in the

best interest of all the Debtor's creditors for the Court in this case to approve the Motion to Stay on a final basis so this Court can oversee the process proposed by the Debtor in this chapter 11 case to transfer its available cash and insurance policies to a liquidation trust to allow the cash and insurance proceeds be distributed fairly to all holders of valid asbestos-claims, rather than permit a subset of Louisiana asbestos claimants to win a "race to the courthouse" and potentially deplete the Debtor's dwindling cash and its insurance proceeds through their Direct Action Lawsuits.

16. Specifically, case law in the Fourth Circuit, and other circuits, confirms that liability insurance policy proceeds are property of the estate in the circumstances presented and, as a result, direct action lawsuits against a debtor's insurers are stayed automatically. *See Piccinin*, 788 F.2d at 1001 (upholding district court judgment in mass tort case that "all actions [including Louisiana direct actions] for damages that might be satisfied from proceeds of the [policy issued by debtor's insurer] were subject to the stay pursuant to [section 362(a)(3)] because of the risk of depletion of debtor's estate"); *MacArthur Co. v. Johns-Manville Corp.*, 837 F.2d 89, 91-93 (2d Cir. 1988) (holding the bankruptcy court had authority to approve the settlement of claims from the debtor's liability insurance policies because the policy proceeds were property of the estate, and recognizing that the bankruptcy court stayed direct action claims against the debtor's insurers); *In re Minoco Group of Cos., Ltd.*, 799 F.2d 517, 518 (9th Cir. 1986) ("For purposes of the automatic stay, we see no significant distinction between a liability policy that insures the debtor against claims by consumers and one that insures the debtor against claims by officers and directors. In either case, the insurance policies protect against diminution of the value of the estate [L]iability policies meet the fundamental test of whether they are 'property of the estate' because the debtor's estate is worth more with them than without them."); *Nat'l Union Fire Ins. Co. v. Titan Energy, Inc. (In re Titan Energy, Inc.)*, 837 F.2d 325, 329 (8th Cir. 1988) ("[I]f the policies

are held to cover [] damage claims lodged against the estate . . . [and] [t]hough the policy proceeds do not flow directly into the coffers of the estate, they do serve to reduce some claims and permit more extensive distribution of available assets in the liquidation of the estate.”); *Tringali v. Hathaway Machinery Co., Inc.*, 796 F.2d 553, 560 (1st Cir. 1986) (holding that proceeds of a general liability policy are property of the estate even outside the mass tort context). As the Fifth Circuit expressly held in *In re Davis*, the “weight of authority” supports that insurance proceeds sought in a direct action from the debtor’s insurers are property of the estate. 730 F.2d 176, 178. 184-85 (5th Cir. 1984).

17. Courts overwhelmingly agree that it is critically important to stay actions to recover liability policy proceeds when, as in the present case, “there [are] multiple claimants to the proceeds of the policy, and [because] the proceeds are insufficient to satisfy all claimants . . . the bankruptcy court should be able to oversee the allocation of the insufficient policy proceeds among the claimants.” 3 Collier on Bankruptcy ¶ 362.07[3][a] (16th ed. 2019) (citations omitted). A holding to the contrary would “prevent [the] bankruptcy court from marshalling the insurance proceeds, and, along with the other assets arranging for their distribution so as to maximize their ability both to satisfy legitimate creditor claims and to preserve the debtor’s estate.” *Tringali v. Hathaway Mach. Co.*, 796 F.2d at 560. This is precisely why the Debtor filed the Motion to Stay – to prevent claimants from litigating “in other forums the exact same asbestos claims and attempt[ing] to recover from the insurance proceeds that the Debtor proposes to channel to the liquidation trust through the chapter 11 plan.” *See* Motion to Stay, ¶ 19.

18. In support of their argument that the Direct Action Lawsuits against the Debtor’s Insurers should be permitted, the Louisiana claimants rely on the limited cases from the Fifth Circuit that have reached the opposite conclusion of the majority of courts and held that liability

policy proceeds are not property of the estate. See Roussel Objection, p. 22; Hoffman Objection, ¶ 17 (citing to *Houston v. Edgeworth*, 993 F.2d 51, 55-56 (5th Cir. 1993); *Landry v. Exxon Pipeline Co.*, 260 B.R. 769, 799 (Bankr. M.D. La. 2001); *La. World Exposition, Inc. v. Fed. Ins. Co. (In re La. World Exposition, Inc.)*, 832 F.2d 1391, 1401 (5th Cir. 1987)). None of these cases is binding on this Court, and each is easily distinguishable.

19. In *Edgeworth*, the bankruptcy court held that a chapter 7 debtor’s medical malpractice insurance policy was not considered property of the estate because the debtor had no right to receive the funds. “In fact, Edgeworth never explicitly tendered the insurance policy or any insurance proceeds into the bankruptcy estate.” 993 F.2d at 55. In addition, the bankruptcy court also relied on the fact that “no secondary impact ha[d] been alleged upon [the debtor’s] estate, which might have occurred if, for instance, the policy limit was insufficient to cover the appellants’ claims or competing claims to proceeds.” *Id.* at 56. That important factual distinction exists in the present case; it is not presently known whether insurance proceeds will cover all claims against the Debtor. The Debtor is hopeful they will if the two proposed settlements are approved and the case proceeds promptly toward confirmation of its proposed plan.

20. The court in *Landry* simply stated in *dicta* that liability insurance proceeds were not property of the estate, but admitted that there was “plenty of insurance coverage” to satisfy claims in that chapter 7 case.

21. While the Fifth Circuit held in *La. World Exposition* that proceeds of insurance policies were not property of a debtor’s bankruptcy estate because the proceeds would be paid to claimants and not the debtor, a subsequent Fifth Circuit decision suggests that liability policy proceeds might always be property of the debtor’s estate. See *In re Vitek, Inc.*, 51 F.3d 530, 535 (5th Cir. 1995). Specifically, the Fifth Circuit held in *Vitek* that “when a debtor corporation owns

an insurance policy that covers its own liability vis-à-vis third parties, we – like almost all other courts that have considered the issue – declare or at least imply that both the policy and the proceeds of that policy are property of the debtor’s bankruptcy estate.” *Id.*

22. The objecting parties also fail to mention that the Fifth Circuit more recently has made clear that a different rule should be applied in the case of debtors facing mass tort claims, as in the present case. Namely, in *In re OGA Charters, L.L.C.*, the Fifth Circuit held that “where a siege of tort claimants threaten the debtor’s estate over and above the policy limits, we classify the proceeds as property of the estate.” 901 F.3d 599, 604 (5th Cir. 2018). The Fifth Circuit had previously explained the reasons for this different rule – reasons that apply equally in the present case and are consistent with the cases from other Circuits (including the Fourth Circuit) – that the different rule was required in mass tort cases because “the court would not otherwise be able to prevent a free-for-all against the insurer outside the bankruptcy proceeding.” *Sosebee v. Steadfast Ins. Co.*, 701 F.3d 1012, 1023 (5th Cir. 2012)

23. Here, the Debtor is facing mass tort liability, and its primary assets are its liability insurance policies. While the Debtor cannot say definitively today whether the thousands of unresolved asbestos-related claims presently asserted and likely to be asserted against the Debtor will exceed the limits of its applicable liability coverage, failure to approve the Motion to Stay on a final basis and/or the confirm the Direct Action Lawsuits are stayed would jeopardize the equitable distribution of estate property. Accordingly, this Court should follow established Fourth Circuit case law and the holdings of the majority of other courts that have considered the issue and overrule the Objections and hold that the automatic stay of section 362(a)(3) bars direct action lawsuits against the Debtor’s Insurers during the pendency of this bankruptcy case because the proceeds of the Debtor’s liability policies are property of the Debtor’s estate.

24. The Louisiana claimants and the Committee argue that any proceeds of the LMIC policies settled and released by the Debtors would not constitute property of the estate. To the contrary, if there are residual rights in those policies owned by the Debtor despite the earlier exhaustion and buy-back of coverage, those policies and their proceeds similarly would be property of the Debtor's bankruptcy estate under the law set forth above. The additional harm to the estate from the post-petition pursuit of LMIC by the objecting Louisiana claimants is addressed below.

B. The Automatic Stay Applies to Actions Against LMIC and the Former D&Os Pursuant to Section 362(a)(1) Due to the Identity of Interests with the Debtor

(i) Indemnification Rights and Claims Result in an Identity of Interests

25. In response to the objection raised by the Hoffman Claimants that the Debtor has failed to provide factual support that the Protected Parties are or will be entitled to indemnification, the Debtor is obligated under its By-Laws to indemnify the Former D&Os for any defense costs and liability they may have for asbestos-related claims arising out of their service to the Debtor. In addition, LMIC has informed the Debtor that it intends to assert alleged contractual indemnification claims against the Debtor if the Motion to Stay is not approved on a final basis and the Direct Action Lawsuits proceed against LMIC.

26. As a result of these indemnification obligations to its Former D&Os and potentially to LMIC, established Fourth Circuit case law is plain that the Debtor "is the real party defendant" in the actions and the asbestos-related actions against the Protected Parties that implicate indemnity obligations are stayed under section 362(a)(1). *Picinin*, 788 F.2d at 999-1001. As the bankruptcy court in *Aldrich Pump* recently held, the Fourth Circuit in *Picinin* described the type of situation that would cause such an identity of interest: "[a]n illustration of such a situation would be a suit against a third-party who is entitled to absolute indemnity by the debtor on account of any

judgment that might result against them in the case.” *In re Aldrich Pump*, 2021 WL 3729335, *30 (Bankr. W.D.N.C. Aug. 20, 2021) (quoting *Piccinin*, 788 F.2d at 999). “To refuse application of the statutory stay in that case would defeat the very purpose and intent of the statute.” *Piccinin*, 788 F.2d at 999. In confirming that the stay applied to non-debtors under section 362(a)(1) based on potential indemnification obligations, the court in *Aldrich Pump* also held that “we need not decide today whether the indemnification provisions . . . would give rise to absolute indemnification rights in these cases It is sufficient to stay that . . . the [agreements] would give rise to claims against the Aldrich/Murray estates.” 2021 WL 3729335, *31 n. 244. As held by the court, it was sufficient that “the claims against the Protected Parties *could* potentially trigger indemnification rights.” *Id.* at 31 (emphasis added).

27. When a debtor indemnifies another defendant for liability, section 362(a)(1) applies precisely because the action is deemed to be one against the debtor. *See Dunnam v. Sportsstuff, Inc.*, 2008 WL 200287, *3 (E.D. Va. Jan. 23, 2008) (stay applied to action against non-debtor where, because debtor indemnified non-debtor, proceeding against non-debtor “would unavoidably become a de facto proceeding against [the debtor] and would frustrate the purposes” of section 362(a)(1)); *Edwards v. McElliot's Trucking, LLC*, 2017 WL 5559921, at *2-3 (S.D. W.Va. Nov. 17, 2017); *In re Eagle-Picher Indus., Inc.*, 963 F.2d 855, 860-61 (6th Cir. 1992) (applying the identity of interest test to affirm a bankruptcy court’s decision to enjoin continuation of an action against a debtor’s officers when a right to indemnity and impact of debtor’s insurance arrangements were implicated).

(ii) *Identity of Interest Exists for Claims Based on Debtor’s Conduct or Products*

28. Case law also dictates that there is an identity of interest between a debtor and non-debtor when the debtor’s conduct or product is “at the core of the issues raised” in actions against

the non-debtor. *W.R. Grace & Co. v. Chakarian (In re W.R. Grace & Co.)*, 386 B.R. 17, 30-31 (Bankr. D. Del. 2008); *In re Am. Film Techs., Inc.*, 175 B.R. 847, 849-50 (Bankr. D. Del. 1994) (finding identity of interest in part because counts against non-debtors and debtors necessarily involved the same subject matter and would involve facts identical to each other).

29. The asbestos-related actions against LMIC are or should be stayed because there is an “identity of interest” between the Debtor and LMIC given that the Debtor’s conduct and products would be at the center of any asbestos-related claims pursued against LMIC. Annexed hereto as Exhibit B 1-3 are samples of the complaints filed by the Roussel and Hoffman Claimants that initiated the Direct Action Lawsuits (collectively, the “Complaints”). A plain reading of the Complaints demonstrates that the claims raised in the Direct Action Lawsuits against the Debtor, LMIC and the other Protected Parties are asbestos-related bodily injury claims and involve the same products, the same time periods, and the same liability and damage allegations. Indeed, if these Louisiana claimants can proceed with litigation against LMIC post-petition, they would simply be substituting LMIC for the Debtor in the same claims.

30. If the relief requested in the Motion to Stay is not granted on a final basis, the prosecution of the asbestos actions against the Former D&Os, and potentially LMIC, and the resulting defense costs, settlements and any verdicts, may irreparably fix what are otherwise contingent claims against the Debtor. The Debtor would be stuck with those defense costs, settlement amounts and verdicts – and the indemnification obligations that flow from them. Due to the identity of interests between the non-debtors and the Debtor, those claims against non-debtors would in effect be claims against the Debtor. This is the precise situation that was the subject of *Piccinin* when the Fourth Circuit concluded that refusal of the application of the stay to protect the non-debtors would defeat its very purpose and intent.

31. Given the fact that the Direct Action Lawsuits the objecting Louisiana claimants seek to assert against LMIC and the Former D&Os undeniably involve the Debtor's conduct and products and the fact that the Debtor has potential indemnification obligations to the Former D&Os and LMIC, the asbestos-related actions against both are stayed under section 362(a)(1) and the Court should overrule the Objections.

C. For Actions against Non-Debtors Not Automatically Stayed by Sections 362(a)(1) or (3), this Court has the Power to Stay Such Actions

(i) The Debtor Also Can Satisfy the Standard for Entry of a Preliminary Injunction

32. While the Debtor submits that it is unnecessary for the Debtor to establish each of the factors necessary to impose a preliminary injunction because the Debtor properly seeks the relief under sections 362(a)(1) and 362(a)(3), the preliminary injunction factors also support enjoining the asbestos-related actions against the Protected Parties through use of section 105(a) in conjunction with section 362(a).

33. Courts considering the propriety of a preliminary injunction under section 105(a) typically apply the traditional four-pronged test for injunctions:

- (i) The debtor's reasonable likelihood of a successful reorganization;
- (ii) The imminent risk of irreparable harm to the debtor's estate in the absence of an injunction;
- (iii) The balance of harms between the debtor and its creditors; and
- (iv) Whether the public interest weighs in favor of an injunction.

In re Bestwall LLC, 606 B.R. 243 (Bankr. W.D. N.C. 2019) (citing *Robins*, 788 F.2d at 1008). The Debtor can satisfy each of the factors.

- (1) The relief is necessary to protect the estate and achieve the goals of the case

34. The Fourth Circuit has determined that the critical, if not decisive, issue over whether injunctive relief should be granted is whether and to what extent the non-debtor litigation interferes with the debtor’s reorganization efforts *or* affects the bankruptcy estate. *See In re Brier Creek Corp. Crt. Assocs. Ltd.*, 486 B.R. 681, 694 (Bankr. E.D.N.C. 2013) (citing *Picinin*, 788 F.2d at 1003-09). Furthermore, the Fourth Circuit also made clear that a bankruptcy court’s power to enter injunctions is not limited to reorganization cases – expressly holding that bankruptcy courts have “ample power under [section 105] to enjoin actions excepted from the automatic stay which might interfere in the rehabilitative process *whether in a liquidation or in a reorganization case*”). *Id.* at 1003 (emphasis added).

35. Courts also agree that establishing that a bankruptcy case is likely to be successful is not intended to be a particularly high standard. *See In re Bestwall LLC*, 606 B.R. 243 (Bankr. W.D. N.C. 2019) (citing *In re Eagle-Picher Indus., Inc.*, 963 F.2d 855, 860 (6th Cir. 1992) (“In view of the bankruptcy court's protection of [the debtor's] reorganization efforts, it is implicit in its decision that it believed [the debtor] had some realistic possibility of successfully reorganizing under Chapter 11.”)). Indeed, the court “must make at least a rebuttable presumption that the [debtors] have made a good faith filing and are making a good faith effort to reorganize.” *Id.* (quoting *In re Gathering Rest., Inc.*, 79 B.R. 992, 1001 (Bankr. N.D. Ind. 1986)).

36. The Debtor filed this bankruptcy case in good faith to pursue an equitable resolution of thousands of unresolved asbestos-claims. Provided this case is allowed to proceed without delay, the Debtor has sufficient resources to fund the costs of its chapter 11 case and fund a trust with sufficient resources to fairly and finally resolve its asbestos liabilities. The Debtor already has filed key motions to settle certain insurance coverage to create a fund of nearly \$50 million to administer a liquidating trust and pay allowed claimants. The Debtor likewise has filed its chapter

11 plan and an accompanying disclosure statement. The Debtor has taken every step necessary to be prepared for a successful chapter 11 case before its cash is exhausted. Enjoining asbestos-related actions against the Protected Parties during the case is fully consistent with, and necessary for the Debtor to pursue, the ultimate objective of this case.

(2) The Debtor will be irreparably harmed absent the requested relief

37. Without the relief requested in the Motion to Stay, the Debtor and its estate will be irreparably harmed. Absent final approval of the relief requested in the Motion to Stay, there is a legitimate risk that actions against the Protected Parties will deplete the Debtor's insurance coverage that the Debtor is seeking to transfer to a liquidation trust pursuant to its proposed chapter 11 plan. As such, the Debtor's estate would be reduced to the detriment of all creditors. Furthermore, given that claims against the Protected Parties are tantamount to claims against the Debtor, the estate would be irreparably harmed because the Debtor will be forced to spend time and estate resources participating in such actions. This non-bankruptcy litigation also will undermine the parties' and the Court's ability to confirm a plan that treats all asbestos claimants fairly and equitably.

38. The Louisiana claimants and the Committee contend that the estate will not be harmed by the pursuit of asbestos-actions during this bankruptcy case for coverage that may still exist in favor of only Louisiana claimants. Such a contention completely ignores the reality of the situation for the following reasons.

- *Asbestos-Related Actions Against LMIC Would Implicate Excess Insurance*

39. As explained in the First Day Declaration, the Debtor exhausted or released (*i.e.*, settled and sold back to LMIC) all its primary and excess coverage available through LMIC pursuant to the LMIC Settlement in exchange for payments by LMIC. Those payments were made

by LMIC, held in trust to pay asbestos claims and defense costs, and have since been exhausted. Because LMIC's coverage was exhausted and released, excess insurers of the Debtors above the LMIC policies have been paying millions of dollars of indemnity claims and defense costs relating to the asbestos-related claims asserted against the Debtor and LMIC as insurer for Wayne. Those excess insurers, however, might contest coverage if LMIC coverage were determined to be available despite the earlier settlement.

40. Furthermore, the objecting claimants' theory of having claims against LMIC rests on a proposition that appears contrary to the alleged facts. Not one of the objecting claimants has asserted that it has a claim that manifested itself, or was made known to the Debtor or LMIC, before the time the LMIC coverages were released and settled in 2003 and the policies were bought back by LMIC. By the time these claims became known, which was 17-20 years later according to the Complaints, the Debtor did not have any remaining liability insurance coverage from LMIC. *See Comardelle v. Pennsylvania Gen. Ins. Co.*, 2014 WL 6485642, at *4 (E.D. La. Nov. 18, 2014) (buy-back of insurance occurring before asbestos claims were known was free and clear of such claims, despite allegation of exposure prior to sale). Thus, these claims implicate excess insurance above LMIC's primary (and in certain years, umbrella) coverage, and the proceeds of such policies, as explained above, are property of the estate and the direct actions against the Protected Parties are stayed under section 362(a)(3) or should be stayed by the Court, if necessary, under section 105(a) to carry out the purposes of section 362(a).

- *Direct Action Lawsuits Against LMIC Will Cause the Debtors to Incur Substantial Administrative Expenses*
 - *The Debtor Will Have to Address Discovery on Claim and Coverage Issues*

41. The objecting Louisiana claimants make plain that the Debtor's conduct will be central to actions against LMIC because the claims against LMIC will be predicated on whether the LMIC Settlement between the Debtor and LMIC are binding on the Louisiana claimants, whether the claimants hold valid claims against the Debtor and/or Wayne, and whether their claims against the Debtor are "products claims" or "operations claims." See Roussel Objection, p. 6 (contending that "while Hopeman may have agreed to release any rights it had to the Liberty Mutual CGL policies, these sort of agreements between an insurer and an insured have no effect on an injured tort victim's rights under the policy"); *id.*, p. 14 ("Because the claims by the Creditors herein are operations claims and not products claims or completed operations claims, there is no risk for any of the claims to deplete the [LMIC policies] even if Hopeman did still have rights under the policies. As set forth above, the exposures occurred during Hopeman's contracting activities while Hopeman was handling the asbestos products. Thus, they are operations claims."); Committee Objection, p. 2 (arguing that "even though the Debtor believes that it has released its interest in the Liberty coverage, asbestos claimants across the country, who possess enforceable rights under the applicable policies, have not released *their* interests, which cannot be extinguished or altered by a subsequent bilateral agreement between the Debtor and Liberty").

42. As a result, each of these issues would require the Debtor to spend time and the estate's money responding to discovery and protecting the estate's interests. The asbestos claimants cannot challenge the validity of the LMIC Agreements without the involvement of the Debtor related to the Debtor's conduct and products. To establish the validity of the asbestos claims against the Debtor, it will be necessary to serve discovery on the Debtor and for the Debtor to protect its coverage rights in that litigation or in other disputes.

43. Moreover, to prove or disprove whether the claims against the Debtor are products claims or operations claims, the nature of the claims alone supports that it will be necessary to serve discovery on the Debtor related to its conduct and product. The Debtor would be the real party in interest in any such action. Caselaw is clear – extension of the automatic stay to a non-debtor is appropriate where the debtor is the real party in interest and, absent extension of the stay, the debtor necessarily would be forced to participate in the action. *See McCartney v. Integra Nat'l Bank North*, 106 F.3d 506, 509-11 (3d. Cir. 1997); *In re Cont'l Airlines*, 177 B.R. 475, 481 n.6 (D. Del. 1993 (explaining that the action against the non-debtor should be stayed if it “would so consume the time, energy and resources of the debtor” that it would substantially hinder the bankruptcy case).

- *Any Assertion that the Claims Against LMIC as Insurer for the Debtor or Wayne Are Operational Claims Are Hotly Contested Issues*

44. The objecting Louisiana claimants contend that, even if the Debtor had rights under the LMIC policies, the claims they wish to pursue against LMIC will not drain available coverage because their claims are “operational” claims (rather than “products liability” claims or “completed operations” claims) that are not subject to the aggregate limits of coverage that apply to products liability claims. The Debtor has treated the asbestos-related claims as product liability or completed operations claims for many years. Even assuming for purposes of argument, without agreeing, that some of these claims might involve operational claims (at least prior to 1977, when the Debtor no longer included any asbestos materials in its joiner packages) and not products or completed operations claims, their argument misses four important facts (each of which would subject the Debtor to extensive discovery and costs if LMIC is not a Protected Party).

45. First, as mentioned previously, LMIC bought back its liability insurance policies in 2003, pursuant to the LMIC Settlement, long before any of the objecting Louisiana claimants asserted a claim against the Debtor or Wayne for injuries allegedly covered by those policies. Based on the exhibits annexed to the Louisiana Claimants Objection, the Purported Louisiana Claimants did not file their complaints or even allege manifestation or diagnosis of any disease from asbestos exposure until long after 2003.⁵ The Debtor, therefore, simply does not have any liability coverage from LMIC that would cover any claims of the Louisiana claimants' claims. Under applicable Louisiana case law, the LMIC policies were bought back in 2003 free and clear of any unasserted claims against either the Debtor or Wayne. *See Comardelle v. Pennsylvania Gen. Ins. Co.*, 2014 WL 6485642, at *4 (E.D. La. Nov. 18, 2014).

46. Second, even if the objecting Louisiana claimants have claims against LMIC that survived the release and buy-back of the LMIC policies, which will be hotly contested, and the Louisiana claimants pursue only non-product claims against LMIC or other Insurers of the Debtor, excess product insurance policies of the Debtor will remain exposed to portions of those claims. Such exposure arises pursuant to the terms of some excess product insurers' prepetition coverage-in-place settlement agreements to pay defense and indemnity for asbestos claims on a product rather than non-product basis, provisions in the Debtor's multi-lateral and individual settlements with LMIC and various excess insurers permitting contribution claims in certain circumstances, and background state law governing contribution claims among insurers on a shared risk.

⁵ See Exhibits 47 [Doc. 86-47] at ¶ 6 (Petition for Damages in *Regusa*, filed in 2021, alleging manifestation of mesothelioma did not occur until 2021), 49 [Doc. 86-49] at ¶ 22 (Petition for Damages in *Rivet*, filed in 2022, alleging diagnosis of mesothelioma in May 2022), and 51 [Doc. 86-51] at ¶ 8 (Petition for Damages in *Costanza*, filed in 2024, alleging first diagnosis of mesothelioma in April 2023).

47. Third, as to claims against LMIC as an insurer for Wayne, there is no evidence Wayne was ever on site at the Louisiana shipyard installing any of the joiner packages provided by and sometimes installed by the Debtor. The claims against LMIC as insurer for Wayne could never be non-products liability claims. The products and completed operations liability coverage is indisputably subject to aggregate limits, and having any plaintiff or third-party plaintiff continue litigation against LMIC for Wayne during the bankruptcy will reduce (*i.e.*, waste) the available excess and capped liability coverage and thus harm other creditors who would share in the proceeds of those policies.

48. Fourth, if the Former D&Os are defendants in any post-petition Direct Actions Lawsuits allowed to continue, those Former D&Os also have rights under shared excess insurance with the Debtor and Wayne to recover their defense costs and any liability they might have, which will further reduce coverage available to other creditors. Moreover, those Former D&Os have indemnification claims under the Debtor's corporate governance documents, which will further deplete resources available to pay other asbestos-related claimants.

(3) The Balance of Harms Weighs in Favor of a Preliminary Injunction

49. The balance of harms also weighs heavily in favor of the relief sought in the Motion to Stay. As explained above, continued prosecution of asbestos-related actions against the Protected Parties would cause irreparable harm to the Debtor and its estate by, among other means, undermining the very goal of this chapter 11 case, and requiring the Debtor to actively participate in litigation pending throughout the country while simultaneously seeking to address the same claims before this Court. On the other hand, as set forth above, asbestos claimants will not be harmed by entry of the stay relief requested. The stay order merely will preserve the status quo during the pendency of this chapter 11 case. Asbestos claimants will be free to pursue their alleged

claims against the Protected Parties after the conclusion of this chapter 11 case, or to seek relief from the stay order in the event circumstances develop that would support such relief.

50. Plaintiffs in the Direct Action Lawsuits and other asbestos claimants also can continue to pursue their claims against other parties, other than the Debtor and Protected Parties. As is evident in the complaints that commenced the Direct Action Lawsuits, asbestos claimants typically sue multiple parties in the tort system. The asbestos claimants can and will continue to prosecute and collect on their claims against other parties and sources notwithstanding the entry of the relief sought in the Motion to Stay. *See Bestwall*, 606 B.R. at 257 (in addressing the balance of harms, observing that “nothing about maintaining the injunction in this case prohibits the plaintiffs from continuing to proceed against the remaining defendants in state court”). Furthermore, as noted, the trust the Debtor seeks to establish in its chapter 11 plan would allow for more efficient recoveries for asbestos-claimants than generally are available in the tort system.

51. Any prejudice to the asbestos claimants would be quite minimal, especially in comparison to the hardship the Debtor would face if the Motion to Stay is not granted on a final basis.

52. The approval of the Motion to Stay on a final basis merely will preserve the status quo, which is one of the primary purposes of the automatic stay – preventing disorganized dismemberment of the debtor’s assets by creditors filing actions outside of the bankruptcy court to obtain independent relief to the detriment of other creditors and the debtor. 3 Collier on Bankruptcy ¶ 362.03 (16th ed. 2019) (providing that the “stay provides creditors with protection by preventing the dismemberment of a debtor’s assets by individual creditors levying on the property. This promotes the bankruptcy goal of equality of distribution.”).

53. As noted by the Bankruptcy Court for the Western District of North Carolina in staying prosecution of claims against non-debtor entities during a chapter 11 case involving significant asbestos-related claims, the asbestos claimants are “not being asked to forego their prosecution against [the non-debtor], only to delay it.” *American Film Technologies*, 175 B.R. 847, 849 (Bankr. D. Del. 1994).

54. Furthermore, in some of the Direct Action Lawsuits, particular those of the Roussel Claimants, the plaintiff did not name LMIC as a defendant in any capacity. Instead, LMIC, as the insurer for Wayne, later was sued as a third-party defendant by another defendant in the action, HII. (An example of an HII third-party claim against LMIC, as insurer for Wayne, is included within Exhibit B-2 hereto). Importantly, LMIC was the liability insurer for both the Debtor and Wayne under the same excess liability insurance policies at issue. See Exhibit D, which includes a sample of such a policy.

55. Counsel to the Roussel Claimants have made clear in post-petition communications with Debtor’s counsel and in their Objection that they want to pursue direct action claims against LMIC as the insurer *for the Debtor*, not Wayne, during the bankruptcy. They propose to amend their lawsuits in Louisiana to add LMIC in its capacity as liability insurer of the Debtor to pursue their claims against the Debtor through a direct action against LMIC. The Debtor has refused that request because the filing and prosecution of claims against LMIC will dilute recoveries for other claimants. They either will drain existing coverage, if there remains any coverage against LMIC, and/or will cause the Debtor to incur attorneys’ fees and costs to address coverage disputes and discovery requests during this bankruptcy case, and, as explained above, likely will cause the estate to face indemnity claims for defense costs LMIC will incur to address both the new claims and the continued prosecution of the direct claims asserted against LMIC as insurer for Wayne. Moreover,

Louisiana creditors' arguments that their claims are non-products claims against LMIC undermine all asbestos claimants' future access to the excess products insurance that the Debtor was recovering from prior to entering bankruptcy and is attempting to maximize for the benefit of all creditors.

56. Accordingly, such direct action claims are tantamount to claims against the Debtor. In other words, if LMIC is not included as a Protected Party, the asbestos claimants would be able to pursue in the tort system the very same claims that the Debtor is seeking to resolve in the chapter 11 case, undermining a central purpose of this case.

57. The fact, however, that the Roussel Claimants must amend their complaints to add LMIC as the insurer for the Debtor as a defendant to the action demonstrates those complaints are not ready to proceed against LMIC as a defendant. The Roussel Claimants, and others, can simply sever any existing claims against LMIC or wait for the conclusion of this bankruptcy case to proceed with those claims.

58. To the extent this Court believes there may be any harm from delay on account of approving the Motion to Stay on a final basis (which harm the Debtor denies exists) that harm must be weighed against the important benefits that will result from preserving the Debtor's remaining assets – including its insurance policies and available cash – so the Debtor can convey such assets to a trust for the benefit of all claimants holding allowed asbestos-related claims under a chapter 11 plan. As the court held in enjoining actions against non-debtors in *In re Bestwall LLC*, to, among other things, enable the debtor to accomplish the goal of forming a trust (under section 524(g) in that case), a trust “will provide all claimants . . . with an efficient means through which to equitably resolve their claims.” 606 B.R. 243, 257 (Bankr. W.D. N.C. 2019).

(4) *Public Interest Supports a Stay Order*

59. There is a strong public interest in the Debtor accomplishing the goal of this chapter 11 case – permitting the Debtor to transfer its remaining insurance coverage and cash to a liquidating trust and establishing a uniform and equitable manner to resolve thousands of asbestos claims. In the Debtor’s chapter 11 case, this result is not possible if piecemeal litigation of the asbestos-claims against Protected Parties in the tort system is allowed to circumvent this bankruptcy process, further deplete the Debtor’s insurance policies, and force the Debtor to spend time and money participating in such litigation during the pendency of this bankruptcy case. For that reason, a successful bankruptcy case – and a stay order that makes such reorganization possible – serves the public interest by allowing resolution of thousands of claims in a uniform and equitable manner.

D. *Purdue Pharma* Does Not Prevent the Bankruptcy Court from Extending the Automatic Stay to Non-Debtors

60. Contrary to the objection raised by the Hoffman Claimants, the recent decision by the Supreme Court in *Purdue Pharma* does not prevent this Court or any other court from extending the automatic stay to non-debtors during the case. *See* Hoffman Objection, ¶¶ 4-17. In support of this objection, the Hoffman Claimants rely on the mistaken assertion that the Debtor is seeking the approval of the Motion to Stay because the Debtor “is hoping to obtain a non-consensual third party release in favor of insurers, and reducing potential recovery of the Estate and its creditors.” *See id.* at ¶ 9. That simply is not true.

61. The Bankruptcy Court for the District of Delaware, in *In re Parlement Techs., Inc.*, recently rejected a similar argument that *Purdue Pharma* precludes entry of a preliminary injunction. *See* 2024 WL 3417084 (Bankr. D. Del. July 15, 2024). The court held in *Parlement* that it “reads the *Purdue Pharma* decision to do what is said, and to be ‘confi[n]ed] . . . to the

question presented [whether a bankruptcy court may grant a non-consensual third-party release].” *Id.* at *4. Nothing in *Purdue Pharma* provides a reason to reconsider the established case law that found it appropriate to extend the stay to non-debtors where the assertion of claims against the non-debtors would interfere with the debtor’s reorganization efforts. *Id.* (citing to *Piccinin, American Film* and *W.R. Grace*). The court recognized that this established case law “found preliminary injunctions against third-party claims to be appropriate where the assertion of those claims would interfere with the debtor’s reorganization efforts.” *Id.* “[W]hile such interference is no longer a lawful basis for *permanently* enjoining the assertion of such a claim, it remains a sufficient basis for the entry of a preliminary injunction.” *Id.*

62. The court in *Parlement*, therefore, held that a “preliminary injunction may still be granted if the Court concludes that (a) providing the debtor’s management a breathing spell from the distraction of other litigation is necessary to permit the debtor to focus on the reorganization of its business *or* (b) because it believes the parties may ultimately be able to negotiate a plan that includes a consensual resolution of the claims against the non-debtors.” *Id.* at *1; *see also Coast to Coast Leasing, LLC*, 2024 WL 3544805 (Bankr. N.D. Ill. July 17, 2024) (holding that *Purdue Pharma* is not a bar to granting preliminary injunctions enjoining suits against non-debtors).

63. Accordingly, case law supports that the authority for this Court to extend the stay to a non-debtor survives *Purdue Pharma*. As explained above, the relief is critical and necessary to avoid further depletion of the Debtor’s insurance policies, save the estate from administrative claims during the pendency of the case addressing discovery, and to achieve the primary goal of this primary this case – ensuring a fair and equitable distribution of the Debtor’s remaining assets among all claimants with allowed asbestos-related claims against the Debtor.

64. Additionally, in the present case, there is not a scintilla of evidence that the Debtor is seeking non-consensual releases for the Insurers. The chapter 11 plan proposed by the Debtor does not include non-consensual releases. *See* Docket No. 56.

E. There Is No Procedural Bar to the Relief Sought in the Motion to Stay and the Debtor Also Can Satisfy the Preliminary Injunction Factors

65. Lastly, the Roussel Claimants object to the Motion to Stay claiming that the relief sought in the Motion to Stay should have been brought pursuant to an adversary proceeding. *See* Roussel Objection, at p. 33-39. This objection fails because, in accordance with established case law in the Fourth Circuit, the Debtor seeks relief in the Motion to Stay under section 362(a)(1) and section 362(a)(3), and there is no procedural bar to seeking such relief through a motion.

66. To the extent the Court concludes that the Debtor preferably should have sought a preliminary injunction through an adversary proceeding under section 105, the Court can still approve the Motion to Stay without requiring the Debtor to commence an adversary proceeding, in the interest of judicial economy and because there is no prejudice to the parties, since the Debtor can satisfy the preliminary injunction standard (as detailed above).

67. The Fourth Circuit has recognized four separate grounds, either statutory or equitable, on which a bankruptcy court may enjoin litigation against non-debtors: (i) the automatic stay under section 362(a)(1), (ii) the automatic stay under section 362(a)(3), (iii) the bankruptcy court's powers under section 105, and (iv) the bankruptcy court's general equity powers under its comprehensive jurisdiction conferred by 28 U.S.C. § 1334. *Piccinin*, 788 F.2d at 999-1004. Furthermore, the Fourth Circuit in *Piccinin* recognizes that the automatic stay of section 362(a) applies in its own force to prohibit certain actions against non-debtors and it is not necessary to seek an injunction through an adversary proceeding to confirm that the automatic stay protects certain non-debtors, such as the Protected Parties, in "unusual circumstances" that are present here.

Id. at 999; *see also In re LTL Management, LLC*, 638 B.R. 291, 300 (Bankr. D.N.J. 2022) (citing to Third Circuit precedent that agreed with *Picinnin* that section 362(a) provides an independent basis for extension of a stay to preclude lawsuits against non-debtor third parties); 10 Collier on Bankruptcy ¶ 7001.08 (16th Ed. 2019) (“An adversary proceeding is not necessary when the relief is automatically available. Thus, a distinction should be made between those situations covered by an automatic injunction or stay, such as those covered by section 362(a) of the Code, and those in which a proceeding must be commenced to obtain an injunction.”).

68. As Judge Humrickhouse expressly held in *In re Brier Creek Corp. Ctr. Assocs. Ltd.* in connection with overruling a similar objection that a debtor’s motion seeking a stay of proceedings against non-debtors was procedurally improper: “***seeking a determination that the stay under 11 U.S.C. § 362(a) applies [to non-debtors] is properly made by motion and does not require the initiation of an adversary proceeding.***” 2013 WL 144082, at *2 (Bankr. E.D. N.C. Jan. 14, 2013) (emphasis added); *see also In re Extraction Oil & Gas, Inc.*, 2020 WL 7074142, at *4 (Bankr. D. Del. Dec. 3, 2020) (denying argument that extension of automatic stay to non-debtor was procedurally improper because it required an adversary proceeding – “the Debtors are not seeking an injunction. Rather, they are seeking to enforce an existing, statutorily-created injunction. As such, the Debtors may proceed by motion.”) (citing *In re THG Holdings LLC*, 604 B.R. 154, 162 (Bankr. D. Del. 2019) (it was unnecessary “to establish each of the factors necessary to impose a preliminary injunction because the Bankruptcy Code itself establishes the basis for the enforcement of the automatic stay.”); *In re Alberts*, 381 B.R. 171, 176 (Bankr. W.D. Pa. 2008) (holding that the debtor did not need to ask for an injunction because the automatic stay is a statutory injunction that arose automatically “without the necessity of a formal court order”). Indeed, “the Court could raise the issue [of application of the automatic stay to the Protected

Parties] *sua sponte*.” See *Extraction Oil & Gas*, at *4 (citing *In re Lessing Const., Inc.*, 67 B.R. 436, 444 (Bank. E.D. Pa. 1986) (The Court “must raise the automatic stay issue *sua sponte* when [it] observe[s] its applicability.”).

69. The Debtor seeks confirmation through the Motion to Stay that the automatic stay applies to asbestos-actions against the Protected Parties pursuant to sections 362(a)(1) and 362(a)(3). While the Debtor also requests in the Motion to Stay that, only to the extent required, section 105(a) authorizes approval of the Motion to Stay to carry out the purposes of sections 362(a)(1) and 362(a)(3), the Debtor relies on sections 362(a)(1) and 362(a)(3), in the first instance, to support the relief requested by the Motion to Stay and case law supports that such relief can be sought through a motion rather than an adversary proceeding

70. In addition, courts overwhelmingly have excused the lack of a formal adversary proceeding and permitted the debtor to proceed by motion where parties in interest had sufficient notice and opportunity to participate in the hearings. *In re Altman*, 254 B.R. 509, 512 (D. Conn. 2000); see *Parlement*, 2024 WL 3417084, at *4 (holding that “Civil Rule 61 (which is made applicable to contested matters like this one by Bankruptcy Rule 9005) explains that the ‘court must disregard all errors that do not affect any party’s substantial rights’” and, while the Court denied the motion for a preliminary injunction on the merits, “it is certainly not obvious that, in the absence of a claim of inadequate notice,” the Court would deny an otherwise meritorious motion for a preliminary injunction on the ground that it was sought by motion rather than by adversary proceeding); *Brier Creek*, 2013 WL 144082, at *2 (recognizing that “courts in many instances have found that judicial economy permits the courts to look beyond Rule 7001 to the merits of the dispute provided no prejudice will result”); *In re Braniff Int’l Airlines, Inc.*, 164 B.R. 820, 831 (Bankr. E.D.N.Y. 1994) (“Where a party has proceeded by motion and the record has

been adequately developed, however, courts have reached the merits of the dispute despite the procedural irregularity.”); *In re Orfa Corp. of Philadelphia*, 170 B.R. 257, 275 (E.D. Pa. 1994) (“Nevertheless, in some cases where a matter was improperly initiated by motion as a contested matter, ‘courts have concluded that where the rights of the affected parties have been adequately presented so that no prejudice has arisen, form will not be elevated over substance and the matter will be allowed to proceed on the merits as originally filed.”).

71. Put plainly, “[g]iven the often nonexistent differences between contested and adversarial proceedings, courts have commonly dismissed challenges to one proceeding or the other because harmful error is often difficult – if not impossible – to establish.” *Dudley v. Buffalo Rock Company*, 2021 WL 1164380, at *4 (N.D. Ala. Mar. 26, 2021) (citations omitted). Indeed, the more streamlined motion process benefits all parties, as it is quicker and more efficient, including eliminating the need for subsequent motion practice related to a complaint, while also ensuring that affected parties had adequate notice and opportunity to participate in these proceedings.

72. Accordingly, to the extent the Court believes the relief sought in the Motion to Stay should have been sought by an adversary proceeding, case law supports that the Court can still allow the Motion to Stay to proceed in the interest of judicial economy and given the lack of any prejudice. The Debtor has made every reasonable effort to ensure that all affected parties were served with Notice of the Motion to Stay and the Interim Order, including, without limitation, counsel to each of the parties to the Direct Action Lawsuits. *See* Certificates of Service, Docket Nos. 24 and 52. The Debtor subsequently agreed to continue the Motion to Stay and give the Committee, the other Objecting Parties and other parties in interest, additional time to review the

Motion to Stay, conduct discovery, and file or supplement any objections to the relief sought in the Motion to Stay.

73. The record supports that parties have received adequate notice of the relief sought in the Motion to Stay, have had ample time to analyze the relief sought in the Motion to Stay and defend their rights, and cannot in good faith allege that the lack of an adversary proceeding resulted in any prejudice. It would be wasteful to require the Debtor to file an adversary proceeding alleging the same core facts that are set forth in the Motion to Stay.

74. Finally, since the relief sought in the Motion to Stay is only temporary, there is no judgement or permanent relief the Debtor would be seeking in an adversary proceeding. Importantly as well, there are unknown claimants that the relief sought through the Motion to Stay is meant to stay, so not all parties affected by the proposed stay could be named as defendants. Nevertheless, the Debtor is willing to convert the Motion to Stay into an adversary proceeding, or have the Court deem it so converted, to the extent the Court determines that would be the more appropriate way to proceed.

III. Conclusion and Reservation of Rights

75. In sum, the Debtor respectfully submits that the Court should overrule the Objections and approve the Motion to Stay on a final basis.

76. The Debtor expressly reserve its right to amend, modify, or supplement this Reply and to raise any additional arguments and present additional evidence at any hearing concerning the Motion to Stay and the Objections.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated: September 9, 2024
Richmond, Virginia

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

Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
HUNTON ANDREWS KURTH LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Telephone: (804) 788-8200
Facsimile: (804) 788-8218
Email: tpbrown@HuntonAK.com
hlong@HuntonAK.com

- and -

Joseph P. Rovira (admitted *pro hac vice*)
Catherine A. Rankin (admitted *pro hac vice*)
HUNTON ANDREWS KURTH LLP
600 Travis Street, Suite 4200
Houston, TX 77002
Telephone: (713) 220-4200
Facsimile: (713) 220-4285
Email: josephrovira@HuntonAK.com
crankin@HuntonAK.com

Proposed Counsel for the Debtor and Debtor in Possession

Exhibit A

Protected Parties

- 1. Insurers Who Provide (or in the case of Liberty Mutual Insurance Company provided) Shared Insurance Coverage to the Debtor, Wayne and Former D&Os :**
 - a. Liberty Mutual Insurance Company
 - b. Century Indemnity Company (as successor to CCI Insurance Company, as successor to Insurance Company of North American)
 - c. Westchester Fire Insurance Company
 - d. Continental Casualty Company
 - e. Fidelity & Casualty Company
 - f. Lexington Insurance Company
 - g. Granite State Insurance Company
 - h. Insurance Company of the State of Pennsylvania
 - i. National Union Fire Insurance Company of Pittsburgh, PA
 - j. General Reinsurance Corporation
- 2. Former D&Os of the Debtor and Wayne Who Are Also Covered Under the Debtor's Insurance Policies. The following Former D&Os are named in pending Direct Action Lawsuits with the Debtor and Wayne and, with the exception of Bertram C. Hopeman, are each deceased:**
 - a. Albert Arendt Hopeman, Jr. (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))
 - b. Bertram C. Hopeman (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))
 - c. Charles Johnson (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))

d. Kenneth Wood (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))

3. Current D&Os of the Debtor Who Have the Same Indemnification Rights as Former D&Os:

- a. Christopher Lascell
- b. Daniel Lascell
- c. Carrie Lascell Brown

Exhibit B-1

Sample Hoffman Claimants Complaint

ATTORNEY'S NAME: Hoffman, Philip C 32277
AND ADDRESS: 643 Magazine St. 300 A, New Orleans, LA 70130

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA**

NO: 2022-09322

DIVISION: A

SECTION: 16

KRAEMER, DARWIN ET AL

Versus

TAYLOR SEIDENBACH ET AL

CITATION

TO: LIBERTY MUTUAL INSURANCE COMPANY, AS THE INSURER OF WAYNE
MANUFACTURING COMPANY

THROUGH: THE LOUISIANA SECRETARY OF STATE
8585 ARCHIVES AVENUE, BATON ROUGE, LA 70809

SERVED ON
R. KYLE ARDOIN

MAR 02 2023

YOU HAVE BEEN SUED:

You must either comply with the demand contained in the

**FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES WITH INCORPORATED
MOTION FOR LEAVE OF COURT AND PETITION FOR DAMAGES**

SECRETARY OF STATE
COMMERCIAL DIVISION

a certified copy of which accompanies this citation, or file an answer or other legal pleading within the delay provided by Civil Code of Procedure Article 1001. The mentioned article is noted on the back of this page for your reference. You may make your filing in the office of the Clerk of this Court, Room 402, Civil Courts Building, 421 Loyola Avenue, New Orleans, LA 70112.

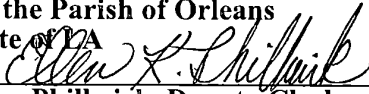
ADDITIONAL INFORMATION

Legal assistance is advisable. If you want a lawyer and can't find one, you may contact the New Orleans Lawyer Referral Service at <https://neworleansbar.community.lawyer/>. This Referral Service operates in conjunction with the New Orleans Bar Association. If you qualify, you may be entitled to free legal assistance through Southeast Louisiana Legal Services (SLLS) at 877-521-6242 or 504-529-1000.

*****COURT PERSONNEL ARE NOT PERMITTED TO GIVE LEGAL ADVICE*****

IN WITNESS HEREOF, I have hereunto set my hand and affix the seal of the Civil District Court for the Parish of Orleans, State of LA February 9, 2023

Clerk's Office, Room 402
Civil Courts Building
421 Loyola Avenue
New Orleans, LA 70112

**CHELSEY RICHARD NAPOLEON, Clerk of
The Civil District Court
for the Parish of Orleans
State of LA**
by 
Ellen Philbrick, Deputy Clerk

SHERIFF'S RETURN

(for use of process servers only)

PERSONAL SERVICE

On this _____ day of _____ served a copy of
the within

**FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES
WITH INCORPORATED MOTION FOR LEAVE OF COURT AND
PETITION FOR DAMAGES**

**ON LIBERTY MUTUAL INSURANCE COMPANY, AS THE INSURER
OF WAYNE MANUFACTURING COMPANY**

THROUGH: **THE LOUISIANA SECRETARY OF STATE**

Returned the same day

No. _____

Deputy Sheriff of _____

Mileage: \$ _____

/ ENTERED /

PAPER

RETURN

SERIAL NO.

DEPUTY

PARISH

DOMICILIARY SERVICE

On this _____ day of _____ served a copy of
the within

**FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES
WITH INCORPORATED MOTION FOR LEAVE OF COURT AND
PETITION FOR DAMAGES**

**ON LIBERTY MUTUAL INSURANCE COMPANY, AS THE INSURER
OF WAYNE MANUFACTURING COMPANY**

THROUGH: **THE LOUISIANA SECRETARY OF STATE**

by leaving same at the dwelling house, or usual place of abode, in the hands of _____ a person of suitable age and discretion residing therein as a member of the domiciliary establishment, whose name and other facts connected with this service I learned by interrogating HIM/HER the said **LIBERTY MUTUAL INSURANCE COMPANY, AS THE INSURER OF WAYNE MANUFACTURING COMPANY** being absent from the domicile at time of said service.

Returned the same day

No. _____

Deputy Sheriff of _____

Civil Code of Procedures
Article 1001

Art. 1001. Delay for answering

A. A defendant shall file his answer within twenty-one days after service of citation upon him, except as otherwise provided by law. If the plaintiff files and serves a discovery request with his petition, the defendant shall file his answer to the petition within thirty days after service of citation and service of discovery request.

B. When an exception is filed prior to answer and is overruled or referred to the merits, or is sustained and an amendment of the petition ordered, the answer shall be filed within fifteen days after the exception is overruled or referred to the merits, or fifteen days after service of the amended petition.

C. The court may grant additional time for answering.

Acts 2021, No. 174, §1, eff. Jan. 1, 2022.

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO.2022-9322

SECTION

DIVISION " A "

DARWIN KRAEMER, ROSEANNE PIERRON, CHERYL BECNEL AND
WENDY VONLIENEN

VERSUS

TAYLOR SEIDENBACH

FILED
2023 JAN 24 AM 11:28
DISTRICT COURT

FILED: _____
DEPUTY CLERK

**FIRST SUPPLEMENTAL AND AMENDING PETITION FOR
DAMAGES WITH INCORPORATED MOTION FOR LEAVE OF COURT**

NOW INTO COURT, through undersigned counsel, come Petitioners who file this their first supplement and amendment to the original Petition for Damages herein the following respects:

1.

By supplementing and amending **THE ENTIRE ORIGINAL PETITION TO BE REPLACED BY THE FOLLOWING:**

COMES NOW Petitioners Darwin Kraemer, Roseanne Pierron, Cheryl Becnel, and Wendy Vonlienen, by and through undersigned counsel, and respectfully represents as follows:

1. Petitioner Darwin Kraemer is an adult resident citizen of the state of Louisiana.
2. Petitioner Roseanne Pierron is an adult resident citizen of the state of Louisiana.
3. Petitioner Cheryl Becnel is an adult resident citizen of the state of Louisiana.
4. Petitioner Wendy Vonlienen is an adult resident citizen of the state of Iowa.
5. Made Defendants herein are the following, either foreign corporations licensed to do and doing business in the State of Louisiana or domestic corporations licensed to do and doing business in the State of Louisiana, or are individuals that are liable unto the Petitioner (also referred to as Plaintiff herein), for the claims asserted herein:

**ASBESTOS MINERS/ MANUFACTURERS/ SELLERS/SUPPLIERS/
DISTRIBUTORS/CONTRACTORS**

- A. EAGLE, INC;
- B. TAYLOR-SEIDENBACH, INC.;
- C. INTERNATIONAL PAPER COMPANY (individually and as successor by merger with CHAMPION INTERNATIONAL CORPORATION, successor by merger with UNITED STATES PLYWOOD CORPORATION)

- D. HOPEMAN BROTHERS, INC.;
- E. PARAMOUNT GOBAL (f/k/a VIACOM, INC. successor by merger with CBS CORPORATION F/K/A WESTINGHOUSE ELECTRIC CORPORATION);
- F. LIBERTY MUTUAL INSURANCE COMPANY as the insurer of WAYNE MANUFACTURING COMPANY;
- G. FOSTER WHEELER, LLC
- H. GENERAL ELECTRIC COMPANY;
- I. ZURICH AMERICAN INSURANCE COMPANY, as successor-by-merger to Maryland Casualty Company, as the insurer of MARQUETTE INSULATION, INC.

EMPLOYER/PREMISE OWNER/EXECUTIVE OFFICERS

- J. HUNTINGTON INGALLS INCORPORATED f/k/a NORTHROP GRUMMAN SHIP SYSTEMS, INC. f/k/a AVONDALE INDUSTRIES, INC.
- K. CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, a non-Louisiana foreign insurer registered to do or doing business in the State of Louisiana, as the liability insurers of the Following Executive Officers of Avondale Industries, Inc.: James Bull, Henry "Zac" Carter, C. Edwin Hartzman, Hettie Margaret Dawes-Eaves (via service of process by the Direct Action Statute L. R. S. 22:655), which may be served through the Louisiana Secretary of State Tom Schedler at Twelve United Plaza, 8585 Archives Avenue, Baton Rouge, LA 70809;
- L. THE TRAVELERS INSURANCE COMPANY, as the Liability Insurers of the Following Executive Officers of Avondale Industries, Inc.: James Bull, Henry "Zac" Carter, C. Edwin Hartzman, Hettie Margaret Dawes-Eaves (via Service of press via the Direct-Action Statute L. R. S. 22:655);
- M. TEMPCON, INC.;
- N. PETRIN, LLC
- O. BOLLINGER SHIPYARDS, LLC
- P. ALLIED SHIPYARD, INC.;
- Q. McDERMOTT, INC., f/k/a J. RAY McDERMOTT & CO., INC.;
- R. CHEVRON ORONITE COMPANY, LLC

6. Orleans Parish is a proper venue for this matter pursuant to Louisiana Code of Civil Procedure Article 42(2) because Defendant Taylor-Seidenbach is a domestic corporation licensed to do business in this State and has designated as its primary business office and/or primary place of business in Louisiana as Orleans Parish.

7. Orleans Parish is a proper venue for this matter pursuant to Louisiana Code of Civil

Procedure Article 42(2) because Defendant Eagle, Inc. is a domestic corporation licensed to do business in this State and has designated as its primary business office and/or primary place of business in Louisiana as Orleans Parish (1100 Poydras Street, New Orleans, Louisiana 70163).

8. This action is within the jurisdiction of the court and Orleans Parish is a proper venue pursuant to Louisiana Code of Civil Procedure article 73 because each of the defendants listed above contributed to Petitioners' exposures to asbestos and subsequent contraction of asbestos related diseases . therefore each is solidarily liable to Petitioners with each of its co-defendants, and defendants Eagle, Inc., f/k/a Eagle Asbestos & Packing Co., Inc., Taylor-Seidenbach, Inc. are domiciled in Orleans Parish.

9. This action is within the jurisdiction of the court and Orleans Parish is a proper venue pursuant to Louisiana Code of Civil Procedure Article 74 because wrongful conduct occurred, and resultant damages were sustained within Orleans Parish.

10. Petitioners father, Howard Kraemer, was an insulator at Avondale Shipyard during the 1950s, 1960s and 1970s. Additionally, after working at Avondale, Mr. Kraemer worked as an insulator for Tempcon and Petrin working at many different industrial facilities including Chevron in Belle Chasse, Bolinger Shipyard, Allied Shipyard and McDermott in Morgan City. As an insulator at all locations, Mr. Kraemer testified to doing the same work which was installing and removing asbestos containing insulation and was in close proximity to others using asbestos containing materials. The asbestos containing products used by Mr. Kraemer and used near Mr. Kraemer caused Mr. Kraemer's work clothes to be contaminated with asbestos fibers. Mr. Kraemer wore his work clothes home and contaminated the family vehicles and home. As a result, all of Mr. Kraemer's children came into contact with his asbestos contaminated work clothes and were each individually exposed to asbestos which they all inhaled.

11. Before and during Petitioners exposure period, each of the defendants designed, tested, evaluated, manufactured, packaged, furnished, stored, handled, transported, installed, supplied and/or sold asbestos-containing products.

12. When inhaled or otherwise ingested, asbestos causes irreparable and progressive lung damage that can manifest itself as asbestos-related pleural disease, asbestosis, mesothelioma, pulmonary and bronchogenic carcinoma, gastrointestinal cancer, cardiac problems, other lung diseases, pneumoconiosis, and various other injuries.

13. Each of the defendants knew or should have known through industry and medical

studies, the existence of which were unknown to Petitioner or Petitioner's father, of the health hazards inherent in the asbestos-containing products they were selling and/or using.

CONTRA NON VALENTUM

14. As a direct and proximate result of having inhaled, ingested, or otherwise been exposed to asbestos as described directly above, Petitioners each contracted asbestos related diseases. Petitioners did not know that their conditions were caused by asbestos until Roseanne Pierron was diagnosed with lung cancer in August of 2022. Mrs. Pierron's treating physician told her that her lung cancer was not caused by smoking and must have been caused by asbestos. Because all the petitioners had similar exposure histories, they began to realize their own conditions were caused by asbestos. Once Roseanne was diagnosed with lung cancer, Wendy Vonlienen first realized her lung cancer was caused by asbestos. Darwin Kraemer has a growing mass on his lungs and has pleural asbestosis. Cheryl Becnel also has a growing mass on her lung and has plueral asbestosis.

15. Because of the latency period between exposure to asbestos and the onset of malignant mesothelioma, and because of the active concealment by some defendants of the causes and effects of exposure to asbestos, Petitioners has only recently discovered her injuries and not more than one year preceding this filing of this Petition for Damages.

16. Petitioner disclaims any cause of action or recovery for any injuries caused by any exposure to asbestos dust that occurred in a federal enclave. Petitioners also disclaim any cause of action or recovery for any injuries resulting from any exposure to asbestos dust caused by any acts or omissions of a party committed at the direction of an officer of the United States Government.

17. Petitioners disclaim any cause of action or recovery for any injuries caused by any exposure to asbestos dust that occurred in a federal enclave, including but not limited to the Outer Continental Shelf. Specifically, Petitioner does not allege, nor will they claim that any asbestos exposure of Petitioner occurred on or arose from activities related to the Outer Continental Shelf.

**NEGLIGENCE ALLEGATIONS AGAINST ASBESTOS MINERS/ MANUFACTURERS/
SELLERS/SUPPLIERS/ DISTRIBUTORS/CONTRACTORS**

18. The Defendants were all miners, manufacturers, sellers, users, contractors, distributors and/or suppliers of asbestos products or equipment utilizing asbestos products

internally and externally, and were engaged in the business of using, manufacturing or facilitating the manufacture of asbestos products or equipment utilizing asbestos products internally and externally, or representing themselves as manufacturers of asbestos products, or were professional vendors of asbestos or asbestos-containing products.

19. The asbestos products and/or asbestos-containing equipment mined, manufactured, sold, distributed, supplied and/or used by these defendants negligently, recklessly, willfully and/or because of gross and wanton negligence or fault, failed to properly discharge their duties to the Petitioners in the following manner:

- a. lack of warning or of sufficient warning of the hazards these products would present in the course of their normal foreseeable use or intended use;
- b. lack of safety instructions or of sufficient safety instructions for eliminating or reducing the health risks associated with the intended use of these products;
- c. failure of defendants to inspect these products to assure sufficiency and adequacy of warnings and safety cautions;
- d. failure to test or adequately test these products for defects or hazards they could present to the intended or foreseeable users;
- e. failure to truthfully report or adequately report the results of product testing and medical studies associated with foreseeable hazards of these products by intended or foreseeable users;
- f. failure to recall these products mined, manufactured, sold, distributed and/or supplied;
- g. failure to properly package these products so that they could be safely transported, handled, stored, or disposed of;
- h. failure to inform Petitioners of the need for adequate engineering or industrial hygiene measures to control the level of exposure to asbestos, including but not limited to local exhaust, general ventilation, respiratory protection, segregation of work involving asbestos, use of wet methods to reduce the release of asbestos into the ambient air, medical monitoring, air monitoring, and procedures to prevent the transportation of asbestos fibers home on clothing; and
- i. failure to inform or warn Petitioners of the hazards of asbestos exposure;

20. The use of defendants' products and asbestos-containing equipment, negligently, recklessly, willfully and/or because of gross and wanton negligence or fault, as noted above, are a proximate cause of Petitioner's injuries complained of herein.

21. Petitioner also alleges that each and every one of the foregoing defendants were also negligent in engaging in the substandard conduct enumerated above and that this negligence was also a proximate cause of Petitioner's injuries.

NEGLIGENCE AND STRICT LIABILITY OF THE EMPLOYER, EXECUTIVE OFFICER, AND PREMISE OWNERS

22. Pursuant to La. Civil Code Article 2317, Plaintiffs alleges a claim for strict liability and negligence against certain employer and premise owner Defendants. Plaintiffs alleges strict premise liability against these Defendants for failing to provide Plaintiff with a safe place in which to work free from hazards of asbestos, which failure was a proximate cause of the Plaintiff's injuries.

23. The employers and its executive officers and premise defendants negligently, recklessly, willfully and/or because of gross and wanton negligence or fault, failed to properly discharge their duties to the Petitioner in the following:

- a. failed to provide a safe work environment;
- b. failed to provide safety equipment;
- c. failed to provide correct, adequate, or proper safety equipment;
- d. recklessly and negligently failed to disclose, warn, or reveal critical medical and safety information regarding asbestos hazards in general and with regard to those specific hazards at the work site;
- e. recklessly concealed and negligently omitted to reveal critical medical and safety information regarding the safety and health risks associated with the asbestos and asbestos-containing products at the worksites;
- f. failed to timely remove asbestos hazards from the workplace;
- g. failed to properly supervise or monitor the work areas for compliance with safety regulations;
- h. failed to provide a safe and suitable means of eliminating the amount of asbestos dust in the air; and

- i. failed to provide the necessary facilities, practices and procedures that would lessen or eliminate the transfer of asbestos from the workplace to the home on the clothing and/or person of the Petitioner or her family members.
- j. The above-described negligence, fault, and willful misconduct of these defendants were a proximate cause of the Petitioner's injuries.
- k. All have liability to Petitioner in strict liability for things in their garde, possession, custody, or control, pursuant to article 2317 of the Louisiana Code of Civil Procedure that have caused harm to Petitioner.

24. At all times throughout Mr. Kraemer's exposure to asbestos, the employers and executive officers knew that asbestos posed substantial health risks to those exposed to it, knew that there were specific engineering and industrial hygiene procedures which should have been employed to reduce exposures, including on the destroyer escorts, knew that those exposed to asbestos on the job could bring home asbestos on their clothes and thereby injuriously expose those in the household, yet the employers and executive officers consciously chose not to inform Petitioner of this information or implement any meaningful safety precautions, all of which was a substantial contributing cause of Petitioner's injuries.

25. During the course of the Plaintiff work, Plaintiff was exposed to asbestos and/or asbestos containing products, which were in the care, control, and custody of these defendants. Because of the extreme hazard it poses to humans, asbestos constitutes a defect or vice in the products to which Plaintiff was exposed, which defect, or vice was a cause in fact of Plaintiff's injuries described herein. Accordingly, these defendants are strictly liable to Plaintiff in accordance with Louisiana Civil Code article 2315 and 2317.

26. During the course of the Plaintiff's work, Plaintiff was exposed to asbestos released from these premises, which release was a cause in fact of Plaintiff's injuries described herein. Accordingly, these defendants are strictly liable to Plaintiff in accordance with, but not limited to, Louisiana Civil Code article 2315, former Louisiana Civil Code articles 660 and 669, and *Langlois v. Allied Chemical Corp*, 249 So.2d 133 (La. 1971).

27. The premises owner defendants knew or should have known that asbestos posed a hazard to humans and that there were specific engineering and industrial hygiene controls that could help reduce the levels of airborne asbestos fibers, nonetheless, failed or suppressed, through silence, neglect or inaction, the truth regarding asbestos to Plaintiff so as to obtain an unjust

advantage for themselves over and at expense of Plaintiff or to cause loss or inconvenience to Plaintiff. This action or inaction by the defendants was a direct and proximate cause of the damages described herein.

WHEREFORE, on the basis of all of the foregoing premises set out in paragraphs 1 through 27, Petitioner requests that defendants be served with this petition and that there be judgment against these defendants jointly, severally and in solido in a sum sufficient to compensate Petitioner for the following:

- a. all past, present, and future medical costs or expenses related thereto;
- b. all past, present and future lost earnings;
- c. all past, present, and future mental suffering, anguish and pain sustained by Petitioner;
- d. all past, present and future physical pain and suffering sustained by Petitioner;
- e. the disfigurement suffered by Petitioner;
- f. loss of quality of life;
- g. past, present, and future disability.
- h. all other forms of relief or categories of damages allowed by Louisiana law for survival claims, with interest from the date of injury until paid, plus costs of these proceedings.

WHEREFORE Petitioners pray that after due proceedings had, there be judgment herein in favor of Petitioner and against the defendants as prayed for.

Respectfully submitted,

PHILIP C. HOFFMAN, LLC


PHILIP HOFFMAN, Bar No. 32277
DAYAL S. REDDY, Bar No. 31928
643 Magazine Street, Suite 300-A
New Orleans, Louisiana 70130
Telephone: (504) 822-6050
Facsimile: (504) 313-3911

COUNSEL FOR PETITIONER

SERVICE INSTRUCTIONS ON THE FOLLOWING PAGES

8

A TRUE COPY


DEPUTY CLERK CIVIL DISTRICT COURT
PARISH OF ORLEANS
STATE OF LA

HBI000121

PLEASE SERVE THE FOLLOWING DEFENDANT WITH THIS FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES:

1. EAGLE, INC., f/k/a Eagle Asbestos & Packing Co., Inc.
Through its registered agent:
Susan B. Kohn
1100 Poydras Street
30th Floor
New Orleans, LA 70163

PLEASE SERVE THE FOLLOWING WITH THE ORIGINAL PETITION FOR DAMAGES AND THIS FIRST SUPPLEMENTAL AND AMENDING PETITION:

2. INTERNATIONAL PAPER CO. F/K/A CHAMPION INTERNATIONAL F/K/A US PLYWOOD, A non-Louisiana company
Through its registered agent:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge LA 70816
3. PARAMOUNT GOBAL (f/k/a VIACOM, INC. *successor by merger with CBS CORPORATION f/k/a WESTINGHOUSE ELECTRIC CORPORATION*); Through the Louisiana Long Arm Statute:
CBS Headquarters
51 W. 52nd Street
New York, NY 10019-6188
4. HOPEMAN BROTHERS, INC.
A Delaware Corporation
Through the Secretary of State:
C.T. Corporation System
4701 Cox Road, Suite 285
Glen Allen, VA 23060
5. HOPEMAN BROTHERS, INC.
A Delaware Corporation
Through the Louisiana Long Arm Statute:
435 Essex Ave.
Waynesboro, VA 22980
6. LIBERTY MUTUAL INSURANCE COMPANY, As the insurer of Wayne Manufacturing Company
Through the Louisiana Secretary of State
8585 Archives Avenue
Baton Rouge, LA 70809
7. HUNTINGTON INGALLS INCORPORATED f/k/a NORTHROP GRUMMAN SHIP SYSTEMS, INC. f/k/a AVONDALE INDUSTRIES, INC.
Through its registered agent:
C.T. Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816
8. CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, a non-Louisiana foreign insurer registered to do or doing business in the State of Louisiana, as the liability insurers of the Following Executive Officers of Avondale Industries, Inc.: James Bull, Henry "Zac" Carter, C. Edwin Hartzman, Albert Bossier, Jr., Hettie Margaret Dawes-Eaves, James O'Donnell, Steve Kennedy, John Chantry, Pete Territo, George Kelmell,

- John David "J. D." Roberts, Eddie Blanchard, Ollie Gatlin, J. Melton Garrett, Earl Spooner, John McQue, James T. Cole, Ewing Moore and Burnette "Frenchy" Bordelon (via service of process by the Direct Action Statute L. R. S. 22:655)
Through the Louisiana Secretary of State
8585 Archives Avenue
Baton Rouge, LA 70809
9. THE TRAVELERS INSURANCE COMPANY, As the Liability Insurers of the Following Executive Officers of Avondale Industries, Inc.: James Bull, Henry "Zac" Carter, C. Edwin Hartzman, Albert Bossier, Jr., Hettie Margaret Dawes-Eaves, James O'Donnell, Steve Kennedy, John Chantry, Pete Territo, George Kelmell, John David "J. D." Roberts, Eddie Blanchard, Ollie Gatlin, J. Melton Garrett, Earl Spooner, John McQue, James T. Cole, Ewing Moore and Burnette "Frenchy" Bordelon (via Service of press via the Direct Action Statute L. R. S. 22:655)
Through the Louisiana Secretary of State
8585 Archives Avenue
Baton Rouge, LA 70809
10. FOSTER WHEELER, LLC, a foreign company authorized to do business in Louisiana, which can be served through its agent for service of process
Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801
11. LAMORAK INSURANCE COMPANY, f/k/a OneBeacon Insurance Company, f/k/a Commercial Union Insurance Company, as the Liability Insurers of the Following Executive Officers of Avondale Industries, Inc.: James Bull, Henry "Zac" Carter, C. Edwin Hartzman, Albert Bossier, Jr., Hettie Margaret Dawes-Eaves, James O'Donnell, Steve Kennedy, John Chantry, Pete Territo, George Kelmell, John David "J. D." Roberts, Eddie Blanchard, Ollie Gatlin, J. Melton Garrett, Earl Spooner, John McQue, James T. Cole, Ewing Moore and Burnette "Frenchy" Bordelon (via Service of press via the Direct Action Statute L. R. S. 22:655)
Through the Louisiana Secretary of State
8585 Archives Avenue
Baton Rouge, LA 70809
12. ZURICH AMERICAN INSURANCE COMPANY, as successor-by-merger to Maryland Casualty Company, as the insurer of MARQUETTE INSULATION, INC.
Through the Louisiana Secretary of State:
8585 Archives Avenue
Baton Rouge, LA 70809
13. PETRIN, LLC
Through its registered agent:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816
14. MCDERMOTT, INC., f/k/a J. Ray McDermott & Co., Inc.
Through its registered agent for service of process:
C. T. Corporation Systems
3867 Plaza Tower Drive
Baton Rouge, LA 70816
15. BOLLINGER SHIPYARDS, LLC.
Through its registered agent:
Rachael B. Battaglia
8368 HWY 308
Lockport, LA 70374

16. ALLIED SHIPYARD, INC.
Through its registered agent:
LEE A. CALLAIS
107 PINOT NOIR COURT
MATHEWS, LA 70375

17. TEMPCON, INC.
Through its registered agent:
DANIEL A. BABIN
6001 York St.
Metairie, LA 70003

18. CHEVRON ORONITE COMPANY LLC
Through its registered agent for service of process:
Corporation Service Company
501 Louisiana Avenue
Baton Rouge, LA 70802

19. GENERAL ELECTRIC COMPANY
Through its registered agent for service of process:
C. T. Corporation Systems
3867 Plaza Tower Drive
Baton Rouge, LA 70816

PETITIONERS WILL SERVE ALL OTHER DEFENDANTS THROUGH COUNSEL OF RECORD PURSUANT TO LA. C.C.P. 1313

FILED
2023 JAN 24 AM 11:29
CIVIL
DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO.2022-9322

SECTION

DIVISION " A "

DARWIN KRAEMER, ROSEANNE PIERRON, CHERYL BECNEL AND
WENDY VONLIENEN

VERSUS

TAYLOR SEIDENBACH

FILED: _____
DEPUTY CLERK

ORDER

Let the above and foregoing *First Supplement and Amendment* to the original *Petition for Damages* be filed as prayed for.

SO ORDERED this the ____ day of FEB 06 2023, 2023.

(Sgd.) ELLEN M. HAZEUR
Judge - Division "A"

DISTRICT JUDGE – ELLEN M. HAZEUR

A TRUE COPY

DEPUTY CLERK - MINUTE CLERK
CLERK OF CIVIL DISTRICT COURT
PARISH OF ORLEANS, STATE OF LA

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS FILED

STATE OF LOUISIANA

NO. 2022-9322 SECTION A

2022 OCT -6 AM 10:30

DIVISION " 16
CIVIL

DARWIN KRAEMER, ROSEANNE PIERRON, CHERYL BECNEL AND
WENDY VONLIENEN

DISTRICT COURT

VERSUS

TAYLOR SEIDENBACH

FILED: _____
DEPUTY CLERK

PETITION FOR DAMAGES

COMES NOW Petitioners Darwin Kraemer, Roseanne Pierron, Cheryl Becnel, and Wendy Vonlienen, by and through undersigned counsel, and respectfully represents as follows:

1. Petitioner Darwin Kraemer is an adult resident citizen of the state of Louisiana.
2. Petitioner Roseanne Pierron is an adult resident citizen of the state of Louisiana.
3. Petitioner Cheryl Becnel is an adult resident citizen of the state of Louisiana.
4. Petitioner Wendy Vonlienen is an adult resident citizen of the state of Iowa.
5. Made Defendants herein are the following, either foreign corporations licensed to do and doing business in the State of Louisiana or domestic corporations licensed to do and doing business in the State of Louisiana, or are individuals that are liable unto the Petitioner (also referred to as Plaintiff herein), for the claims asserted herein:

**ASBESTOS MANUFACTURERS/CONTRACTORS/SELLERS/
SUPPLIERS/DISTRIBUTORS**

- A. EAGLE, INC;
- B. TAYLOR-SEIDENBACH, INC.;

6. Orleans Parish is a proper venue for this matter pursuant to Louisiana Code of Civil Procedure Article 42(2) because Defendant Taylor-Seidenbach is a domestic corporation licensed to do business in this State and has designated as its primary business office and/or primary place of business in Louisiana as Orleans Parish.

7. Orleans Parish is a proper venue for this matter pursuant to Louisiana Code of Civil Procedure Article 42(2) because Defendant Eagle, Inc. is a domestic corporation licensed to do business in this State and has designated as its primary business office and/or primary place of business in Louisiana as Orleans Parish (1100 Poydras Street, New Orleans, Louisiana 70163).

8. This action is within the jurisdiction of the court and Orleans Parish is a proper

venue pursuant to Louisiana Code of Civil Procedure article 73 because each of the defendants listed above contributed to Petitioners' exposures to asbestos and subsequent contraction of asbestos related diseases . therefore each is solidarily liable to Petitioners with each of its co-defendants, and defendants Eagle, Inc., f/k/a Eagle Asbestos & Packing Co., Inc., Taylor-Seidenbach, Inc. are domiciled in Orleans Parish.

9. This action is within the jurisdiction of the court and Orleans Parish is a proper venue pursuant to Louisiana Code of Civil Procedure Article 74 because wrongful conduct occurred, and resultant damages were sustained within Orleans Parish.

10. Before and during Petitioners exposure period, each of the defendants designed, tested, evaluated, manufactured, packaged, furnished, stored, handled, transported, installed, supplied and/or sold asbestos-containing products.

11. When inhaled or otherwise ingested, asbestos causes irreparable and progressive lung damage that can manifest itself as asbestos-related pleural disease, asbestosis, mesothelioma, pulmonary and bronchogenic carcinoma, gastrointestinal cancer, cardiac problems, other lung diseases, pneumoconiosis, and various other injuries.

12. Each of the defendants knew or should have known through industry and medical studies, the existence of which were unknown to Petitioner or Petitioner's father, of the health hazards inherent in the asbestos-containing products they were selling and/or using.

CONTRA NON VALENTUM

13. As a direct and proximate result of having inhaled, ingested, or otherwise been exposed to asbestos as described directly above, Petitioners each contracted asbestos related diseases. Petitioners did not know that their conditions were caused by asbestos until Roseanne Pierron was diagnosed with lung cancer in August of 2022. Mrs. Pierron's treating physician told her that her lung cancer was not caused by smoking and must have been caused by asbestos. Because all the petitioners had similar exposure histories, they began to realize their own conditions were caused by asbestos. Once Roseanne was diagnosed with lung cancer, Wendy Vonlienen first realized her lung cancer was caused by asbestos. Darwin Kraemer has a growing mass on his lungs and has pleural asbestosis. Cheryl Beçnel also has a growing mass on her lung and has plueral asbestosis.

14. Because of the latency period between exposure to asbestos and the onset of malignant mesothelioma, and because of the active concealment by some defendants of the causes

and effects of exposure to asbestos, Petitioners has only recently discovered her injuries and not more than one year preceding this filing of this Petition for Damages.

15. Petitioner disclaims any cause of action or recovery for any injuries caused by any exposure to asbestos dust that occurred in a federal enclave. Petitioners also disclaim any cause of action or recovery for any injuries resulting from any exposure to asbestos dust caused by any acts or omissions of a party committed at the direction of an officer of the United States Government.

16. Petitioners disclaim any cause of action or recovery for any injuries caused by any exposure to asbestos dust that occurred in a federal enclave, including but not limited to the Outer Continental Shelf. Specifically, Petitioner does not allege, nor will they claim that any asbestos exposure of Petitioner occurred on or arose from activities related to the Outer Continental Shelf.

**NEGLIGENCE ALLEGATIONS AGAINST
MANUFACTURING AND CONTRACTOR DEFENDANTS**

17. The Defendants were all miners, manufacturers, sellers, users, distributors and/or suppliers of asbestos products or equipment utilizing asbestos products internally and externally, and were engaged in the business of using, manufacturing or facilitating the manufacture of asbestos products or equipment utilizing asbestos products internally and externally, or representing themselves as manufacturers of asbestos products, or were professional vendors of asbestos or asbestos-containing products.

18. The asbestos products and/or asbestos-containing equipment mined, manufactured, sold, distributed, supplied and/or used by these defendants negligently, recklessly, willfully and/or because of gross and wanton negligence or fault, failed to properly discharge their duties to the Petitioners in the following manner:

- a. lack of warning or of sufficient warning of the hazards these products would present in the course of their normal foreseeable use or intended use;
- b. lack of safety instructions or of sufficient safety instructions for eliminating or reducing the health risks associated with the intended use of these products;
- c. failure of defendants to inspect these products to assure sufficiency and adequacy of warnings and safety cautions;
- d. failure to test or adequately test these products for defects or hazards they could

- present to the intended or foreseeable users;
- e. failure to truthfully report or adequately report the results of product testing and medical studies associated with foreseeable hazards of these products by intended or foreseeable users;
- f. failure to recall these products mined, manufactured, sold, distributed and/or supplied;
- g. failure to properly package these products so that they could be safely transported, handled, stored, or disposed of;
- h. failure to inform Petitioners of the need for adequate engineering or industrial hygiene measures to control the level of exposure to asbestos, including but not limited to local exhaust, general ventilation, respiratory protection, segregation of work involving asbestos, use of wet methods to reduce the release of asbestos into the ambient air, medical monitoring, air monitoring, and procedures to prevent the transportation of asbestos fibers home on clothing; and
- i. failure to inform or warn Petitioners of the hazards of asbestos exposure;

19. The use of defendants' products and asbestos-containing equipment, negligently, recklessly, willfully and/or because of gross and wanton negligence or fault, as noted above, are a proximate cause of Petitioner's injuries complained of herein.

20. Petitioner also alleges that each and every one of the foregoing defendants were also negligent in engaging in the substandard conduct enumerated above and that this negligence was also a proximate cause of Petitioner's injuries.

WHEREFORE, on the basis of all of the foregoing premises set out in paragraphs 1 through 20, Petitioner requests that defendants be served with this petition and that there be judgment against these defendants jointly, severally and in solido in a sum sufficient to compensate Petitioner for the following:

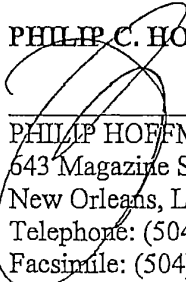
- a. all past, present, and future medical costs or expenses related thereto;
- b. all past, present and future lost earnings;
- c. all past, present, and future mental suffering, anguish and pain sustained by Petitioner;

- d. all past, present and future physical pain and suffering sustained by Petitioner;
- e. the disfigurement suffered by Petitioner;
- f. loss of quality of life;
- g. past, present, and future disability.
- h. all other forms of relief or categories of damages allowed by Louisiana law for survival claims, with interest from the date of injury until paid, plus costs of these proceedings.

WHEREFORE Petitioners pray that after due proceedings had, there be judgment herein in favor of Petitioner and against the defendants as prayed for.

Respectfully submitted,

PHILIP C. HOFFMAN, LLC


PHILIP HOFFMAN, Bar No. 32277
543 Magazine Street, Suite 300-A
New Orleans, Louisiana 70130
Telephone: (504) 822-6050
Facsimile: (504) 313-3911

COUNSEL FOR PETITIONER

PLEASE SERVE THE FOLLOWING:

1. **TAYLOR-SEIDENBACH, INC.**
A corporation duly organized, created, and existing under and by virtue of the laws of the state of Louisiana, with its principal place of business in New Orleans, Louisiana
Through its registered agent:
Robert I. Shepard
731 South Scott Street
New Orleans, Louisiana 70119
2. **EAGLE, INC., f/k/a Eagle Asbestos & Packing Co., Inc.**
Through its registered agent:
Susan B. Kohn
1100 Poydras Street
30th Floor
New Orleans, LA 70163

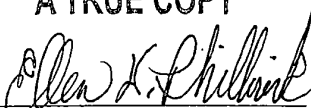
A TRUE COPY

DEPUTY CLERK CIVIL DISTRICT COURT
PARISH OF ORLEANS
STATE OF LA

Exhibit B-2

Sample Roussel Claimants Complaint

Case 2:24-cv-00871-NJB-MBN Document 10 Filed 05/01/24 Page 1 of 2

AO 441 (Rev. 07/10) Summons on Third-Party Complaint

UNITED STATES DISTRICT COURT

for the

Eastern District of Louisiana

ERICA DANDRY CONSTANZA, et al

Plaintiff

v.

HUNTINGTON INGALLS INC.

Defendant, Third-party plaintiff

v.

LIBERTY MUTUAL INSURANCE COMPANY

Third-party defendant

Civil Action No. 24-871 G/5

SERVED ON
NANCY LANDRY

MAY 13 2024

SUMMONS ON A THIRD-PARTY COMPLAINT

SECRETARY OF STATE
COMMERCIAL DIVISION

To: *(Third-party defendant's name and address)*

LIBERTY MUTUAL INSURANCE COMPANY

A lawsuit has been filed against defendant HUNTINGTON INGALLS INC., who as third-party plaintiff is making this claim against you to pay part or all of what the defendant may owe to the plaintiff ERICA DANDRY CONSTANZA, et al.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff and on the defendant an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the defendant or defendant's attorney, whose name and address are:

Brian C. Bossier
Blue Williams LLP
3421 N. Causeway Blvd.
Metairie, LA 70002

It must also be served on the plaintiff or plaintiff's attorney, whose name and address are:

Gerolyn Petit Roussel
Roussel & Clement
1550 West Causeway Approach
Mandeville, LA 70471

If you fail to respond, judgment by default will be entered against you for the relief demanded in the third-party complaint. You also must file the answer or motion with the court and serve it on any other parties.

A copy of the plaintiff's complaint is also attached. You may – but are not required to – respond to it.

Date: May 01 2024



HBI000453

Case 2:24-cv-00871-NJB-MBN Document 10 Filed 05/01/24 Page 2 of 2

AO 441 (Rev. 07/10) Summons on Third-Party Complaint (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

2024 MAR -1 PM 3:08
 FILED
 CIVIL COURT
 DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS.

STATE OF LOUISIANA

NUMBER: 2024-01931 DIVISION " "



SECTION 12

ERICA DANDRY CONSTANZA and MONICA DANDRY HALLNER

versus

SPARTA INSURANCE COMPANY; HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.; TAYLOR-SEIDENBACH, INC.; PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation); UNIROYAL, INC.; INTERNATIONAL PAPER COMPANY

FILED:

Register CDC Cash Register 1

Case Number 2024-01931

DEPUTY CLERK
 Grand Total \$ 2135.50

PETITION FOR DAMAGES

Amount Received \$ 2135.50

Balance Due \$ 0.00

The petition of Erica Dandry Constanza and Monica Dandry Hallner, persons of the full

age of majority, with respect represent:

Payment / Transaction List

Check # 6248 \$2135.50

1.

Defendants, Eagle, Inc. and Taylor-Seidenbach, Inc., are domestic corporations with their

registered offices in the Parish of Orleans, State of Louisiana. In addition, tortious conduct of Eagle, Inc. and Taylor-Seidenbach, Inc. occurred in the Parish of Orleans. Moreover, Henry "Zac" Carter, C. Edwin Hartzman, and Hettie Dawes Eaves were domiciled in Orleans Parish at the time of their deaths. Additionally, Mr. Dandry was exposed to asbestos in the Parish of Orleans and received injury in the Parish of Orleans. Accordingly, venue is proper in Orleans Parish against all defendants pursuant to Louisiana Code of Civil Procedure Articles 42, 73, and 74.

2.

SPARTA INSURANCE COMPANY; HUNTINGTON INGALLS INCORPORATED (formerly NORTHROP GRUMMAN SHIPBUILDING, INC., formerly, NORTHROP GRUMMAN SHIP SYSTEMS, INC., formerly, AVONDALE INDUSTRIES, INC. and formerly AVONDALE SHIPYARDS, INC., formerly AVONDALE MARINE WAYS, INC.); EAGLE, INC. (f/k/a EAGLE ASBESTOS & PACKING COMPANY, INC.); BAYER CROPSCIENCE, INC. (successor TO RHONE POULENC AG COMPANY, formerly AMCHEM PRODUCTS, INC., formerly BENJAMIN FOSTER COMPANY); FOSTER-WHEELER LLC (formerly FOSTER-WHEELER CORPORATION); GENERAL ELECTRIC COMPANY; HOPEMAN BROTHERS, INC.;

VERIFIED
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 07/12/24

TAYLOR-SEIDENBACH, INC.; PARAMOUNT GLOBAL (f/k/a ViacomCBS Inc., f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, f/k/a Westinghouse Electric Corporation); UNIROYAL, INC.; and INTERNATIONAL PAPER COMPANY (hereinafter collectively referred to as “defendants”), are all corporations incorporated under the laws of the various states of the United States. Defendants all have their principal place of business in various states of the United States, as well as some foreign countries. All of them may be served under and by virtue of the Long Arm Statute of the State of Louisiana, either through their authorized agents, servants, and/or employees, or through the Secretary of State, State of Louisiana.

3.

Michael P. Dandry, Jr. was employed in various positions by or on the premises of Huntington Ingalls Incorporated (formerly Northrop Grumman Shipbuilding, Inc., formerly, Northrop Grumman Ship Systems, Inc., formerly, Avondale Industries, Inc., formerly Avondale Shipyards, Inc., formerly Avondale Marine Ways, Inc.) (hereinafter “Avondale”) between June 1, 1971, and August 16, 1971. At various times during this employment, Mr. Dandry was exposed to asbestos. Also, Mr. Dandry was exposed to asbestos carried home on his person, clothing, and other items. These exposures to Mr. Dandry caused and/or contributed to his development of mesothelioma and other related ill health effects. During Mr. Dandry’s employment at Avondale, he was exposed to asbestos and asbestos-containing products manufactured, distributed, sold, and/or handled by the “defendants.”

4.

From approximately June 1, 1971, and August 16, 1971, while Michael Dandry, Jr. was a direct employee of Avondale, Henry Zac Carter, C. Edwin Hartzman, Hettie Dawes Eaves, John Chantrey, James T. Cole, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George Kelmell, J. Melton Garrett, Burnette Bordelon, Edward Blanchard, Albert Bossier, Jr., and Dr. Joseph Mabey were executive officers of Avondale with the specific responsibility for the health and safety of Mr. Dandry and his fellow employees during the time Mr. Dandry was exposed to substances which resulted in his mesothelioma and death.

5.

Sparta Insurance Company provided insurance coverage for the liability of the following executive officers of Avondale: Henry Zac Carter, C. Edwin Hartzman, Hettie Dawes Eaves, John Chantrey, James T. Cole, Ollie Gatlin, Earl Spooner, Steven Kennedy, Peter Territo, George

Kelmell, J. Melton Garrett, Burnette Bordelon, Edward Blanchard, Albert Bossier, Jr., and Dr. Joseph Mabey. Pursuant to Louisiana Revised Statute 22:1269, plaintiffs assert a direct action against Sparta Insurance Company for the liability of these alleged executive officers of Avondale.

6.

Defendant, Avondale, had the responsibility for the health and safety of Michael Dandry, Jr. and his fellow employees during the time Mr. Dandry was exposed to the asbestos which resulted in his mesothelioma. Avondale had the responsibility of providing him with a safe place to work; however, Avondale failed to protect him from the dangers of asbestos dust exposure, for which Avondale and its executive officers were aware or should have been aware of the dangerous condition presented by exposure to asbestos, and that Mr. Dandry would suffer from asbestos-related diseases and other ill health effects associated therewith as a result of this exposure, but they failed and/or willfully withheld from these individuals knowledge of the dangers from exposure to asbestos fiber.

7.

In addition to the foregoing acts of negligence and intentional concealment, Avondale and its executive officers are guilty of the following:

- a) Failing to reveal and knowingly concealing critical medical information;
- b) Failing to reveal and knowingly concealing the inherent dangers in the use of asbestos, and other harmful substances in their manufacturing process and/or in connection with the work which exposed Mr. Dandry;
- c) Failing to provide necessary protection to Michael Dandry, Jr.;
- d) Failing to provide clean, respirable air and proper ventilation;
- e) Failing to provide necessary showers and special clothing;
- f) Failing to segregate work areas so that workers would not be exposed to deadly asbestos fiber;
- g) Failing to provide necessary and adequate respiratory protection;
- h) Failing to warn employees of the dangers associated with exposure to asbestos;
- i) Failing to use non-asbestos containing products on jobs where non-asbestos containing products were specified.
- j) Requiring employees to dispose of asbestos in dumpsters, into the river, and onto the land instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;
- k) Requiring employees to dispose of asbestos under buildings instead of properly disposing of asbestos and asbestos fiber, thereby further exposing employees (and subsequently their family members) to asbestos;

- l) Failing to warn of the dangers of exposure to asbestos;
- m) Requiring employees to dispose of asbestos without precautions to prevent exposure;
- n) Failing to post warnings regarding asbestos and the hazards of same;
- o) Failing to warn employees that exposure to asbestos could cause deadly diseases including mesothelioma, cancer, asbestosis, pleural thickening, and pleural plaques; and
- p) Failing to warn employees of the invisible nature of harmful asbestos, that it could be carried home on clothing and other objects by a worker, and that it could cause diseases such as asbestosis, pleural plaques, pleural thickening, cancer, and mesothelioma.

These defendants and individuals committed these intentional acts knowing full well that Mr. Dandry's injuries would follow or were substantially certain to follow.

8.

As a result of these exposures to asbestos, Michael Dandry, Jr. contracted mesothelioma and other related ill health effects associated therewith, which was first diagnosed on approximately April 12, 2023.

9.

Michael Dandry, Jr. died on November 5, 2023, as a result of mesothelioma, complications therefrom and/or complications from treatment therefrom, and other ill health effects which resulted from exposure to asbestos. At the time of his death, Mr. Dandry was survived by his daughters, Erica Dandry Constanza and Monica Dandry Hallner. Erica Dandry Constanza and Monica Dandry Hallner assert all survival and wrongful death claims and rights to which they are entitled as a result of the injury and death of Michael Dandry, Jr.

10.

Avondale and its executive officers were aware or should have been aware of the dangerous condition presented by exposure to asbestos and that Mr. Dandry would suffer from asbestos-related disease, including mesothelioma, lung cancer, cancer, and other related ill health effects, as a result of this exposure, but they failed and/or willfully withheld knowledge of the dangers to his health from exposure to asbestos fiber and other toxic substances.

11.

Avondale and its executive officers had the responsibility of providing Michael Dandry, Jr. with a safe place to work and safety equipment with which to conduct their work; however, they negligently and/or intentionally failed to carry out these duties and failed to protect Mr. Dandry from

the dangers of toxic fiber and dust exposure knowing full well or being substantially certain that certain workers, including Mr. Dandry, would develop disease as a result thereof.

12.

Avondale had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury of Mr. Dandry and for which Avondale is strictly liable under Louisiana law.

13.

All defendants had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury of Mr. Dandry and for which these defendants are strictly liable under Louisiana law.

14.

Defendants, Avondale and its executive officers, are answerable for the conduct of those handling asbestos products on their premises, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury to Mr. Dandry, and for which defendants are liable under Louisiana law.

15.

Avondale failed to exercise reasonable care for the safety of persons on or around their property and failed to protect Michael Dandry, Jr. from the unreasonably dangerous conditions created by asbestos which existed at their job sites due to their failure to properly handle and control the asbestos which was in their care, custody, and control. At all times material herein, standards were in existence which required Avondale to provide to Michael Dandry, Jr. and his co-workers who handled or were exposed to harmful material with protection from the harms of asbestos. Avondale failed and/or willfully refused to comply with these standards thereby resulting in exposure to asbestos to Mr. Dandry, thereby resulting in his injuries.

16.

As a result of the aforementioned acts of the hereinabove named defendants, Mr. Dandry contracted asbestos-related mesothelioma, and other related ill health effects as a result thereof, for which all defendants are jointly, severally, and in solido liable.

17.

At all times material herein, Michael Dandry, Jr. was exposed to asbestos manufactured, distributed, and sold by Hopeman Brothers, Inc. and Wayne Manufacturing Company. The asbestos-containing products manufactured, distributed and/or sold by Hopeman Brothers, Inc. and Wayne

Manufacturing Company were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, these defendants failed and refused to warn Mr. Dandry of the danger of exposure to such products. They also failed to warn them of the invisible nature of the asbestos and that it could cause deadly diseases such as mesothelioma and cancer. As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, sold, and/or used by these companies, Mr. Dandry was exposed to asbestos fibers proximately causing his mesothelioma, cancer, and other related ill health effects. Plaintiffs further contend that said defendants are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, defendants are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

18.

During the employment of Michael Dandry, Jr., Hopeman Brothers, Inc. also performed contracting work wherein asbestos-containing products were used. During this contracting work, Hopeman Brothers, Inc. exposed these individuals to asbestos-containing products, which caused and/or contributed to Michael Dandry, Jr.'s asbestos-related diseases and other related ill health effects. Defendant, Hopeman Brothers, Inc., had care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in injury to Mr. Dandry and for which Hopeman Brothers, Inc. is strictly liable under Louisiana law. Moreover, defendant, Hopeman Brothers, Inc., is answerable for the conduct of those handling asbestos products over which it had control, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in injury to Mr. Dandry and for which defendant is strictly liable under Louisiana law.

19.

In addition to the aforementioned acts of negligence, intentional tort, fraud, and strict liability of Hopeman Brothers, Inc. and Wayne Manufacturing Co., Hopeman Brothers, Inc. is also liable because Wayne Manufacturing Corporation was the alter ego of Hopeman Brothers, Inc. at all time material herein.

20.

Plaintiffs also make additional allegations against Hopeman Brothers, Inc. who was aware of the risk of harm presented by its asbestos products. Hopeman Brothers, Inc. either through exchange of information and/or industry sponsored studies was notified, either directly by its parent companies or by its manufacturing associations, that their products presented an unreasonable risk of harm. However, Hopeman Brothers, Inc. disregarded these notices, elected to conceal these hazards from plaintiff and continued to use and hold out these products as safe and non-toxic.

21.

Hopeman Brothers, Inc. was informed that asbestos dust presented health risks by the U.S. Government or agencies acting on behalf of the U.S. Government no later than 1945. The U.S. Government issued advisories, through the U.S. Maritime Commission, to all government contractors regarding their findings of enumerated health risks in the work place. During the 1950s, the Department of Defense adopted and distributed to all government contractors, safety standards that pertained to the use of these defendants' products in various work places. In 1952, Louisiana adopted a workers compensation remedy for asbestosis. In the 1960s, the U.S. Government promulgated and published the Walsh-Healy Act which adopted safety standards and regulations regarding asbestos dust. Based on information and belief, each of these companies, their predecessor, and corporation officers were made aware of these findings at the time they were issued. Despite this knowledge, these companies continued to manufacture, distribute, relabel, fabricate, sell and install these products at plaintiff's worksites. This was done without warning to plaintiff and without the knowledge on the part of the plaintiff that he was in danger. Additionally, these defendants continued to market their products without disclosing the dangers and simultaneously affirming that their products were safe and non-toxic.

22.

International Paper Company is the successor to U.S. Plywood. Throughout the time he was employed by Avondale, Michael Dandry, Jr. was exposed to asbestos fiber from asbestos-containing materials manufactured, distributed, and/or sold by U.S. Plywood. At the time of this exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of U.S. Plywood.

23.

The asbestos-containing products manufactured, distributed and/or sold by U.S. Plywood were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, U.S. Plywood failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

24.

Defendant, PARAMOUNT GLOBAL (*f/k/a* ViacomCBS Inc., *f/k/a* CBS Corporation, a Delaware corporation, *f/k/a* Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania Corporation, *f/k/a* Westinghouse Electric Corporation), (hereinafter “Westinghouse”), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to Avondale. Such products were installed, removed, and repaired by or in close proximity to Michael Dandry, Jr. during his employment, thus exposing him to asbestos dust released by the installation, removal, and repair of said products. Michael Dandry, Jr. was exposed to asbestos fiber from these asbestos-containing materials manufactured, distributed, and/or sold by Westinghouse. At the time he was exposed to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of Westinghouse.

25.

The asbestos-containing products manufactured, distributed and/or sold by Westinghouse were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, Westinghouse failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

26.

Plaintiffs further allege that Westinghouse has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

27.

By the early 1940s, Westinghouse knew that exposure to asbestos could cause lung disease, asbestosis, lung cancer, and mesothelioma. Throughout the 1930s, 1940s, and 1950s, Westinghouse was a member of the IHF, American Ceramic Society and National Safety Council. Beginning in

the 1930's, Westinghouse received asbestos scientific and medical information through these organizations.

28.

The "Air Hygiene Foundation", was established in 1935 as a fellowship within the Mellon Institute (then a part of the University of Pittsburgh). The organizations' name was changed to "Industrial Hygiene Foundation" and, in 1968, it was again changed to the "Industrial Health Foundation." J-M joined in 1936. IHF members included, among others, General Electric Company, Westinghouse Electric Corporation, or their predecessors in interest. All of these companies are defendants in this case. The IHF was founded to conduct occupational health research, particularly with respect to the health effects of dust in the work place. One of the functions of the IHF was to gather and disseminate information regarding occupational health to its members. Since its inception, it has published special bulletins on items of general interest under the headings of legal bulletins, medical bulletins, management bulletins and engineering bulletins. Since 1937, member companies have been kept informed on occupational health issues by the Industrial Hygiene Digest, a monthly publication which is sent to all members in return for their annual membership fee. The Digest is a compilation of abstracts, grouped by topic, of the published domestic and foreign scientific and medical literature pertaining to industrial health and hygiene. In addition to scientific abstracts, the Digest included a section on legal developments, and also provide notice of any proposed changes in threshold limit values for various substances. Correspondence between members and the IHF established that members either participated in or knew of a number of studies and surveys dating as far back as the 1930's which had linked asbestos with various lung diseases. As part of its consultative services for its members, the IHF undertook a number of studies involving evaluations of asbestos dust conditions and asbestos-related disease. In 1947, the fruits of an industry survey conducted by the IHF for the ATI and its members were published in a "Report of Preliminary Dust Survey for Asbestos Textile Institute." The report is dated June 1947. The object of the investigation was stated as: "defining the specific nature and the magnitude of the (asbestosis) problem in all its phases....An original objective of most immediate importance was to facilitate the exchange of information between member companies on successful methods of dust control and otherwise to promote a general improvement in that field." The preliminary survey to be divided into three parts designated as "Engineering, Medical and Physical Testing" was based on visits made to member companies' plants over a three month period." While the actual report does not reveal the identity of the plants which were visited, deposition testimony

of Dr. Braum indicates that other companies evaluated in the report included defendants in this case. Minutes of the Air Hygiene Committee meetings throughout the 1940's and 1950's reflect frequent discussions and presentations pertaining to appropriate medical practices and industrial hygiene approaches to the problem of asbestos dust in the work place. It was continually stressed that both pre-employment and periodic follow-up medical examinations were essential to monitor the health of employees, the necessity of x-rays and lung function studies, and the proper requisites for a diagnosis of asbestos-related disease. Some annual meetings apparently were held by the IHF. The minutes for the Fifth Annual Meeting of the Air Hygiene Foundation of America, Inc., which was held on November 12 and 13 in 1940, revealed asbestos to be one of its two main topics of interest. An Interim Report of the Preventive Engineering Committee, written by Philip Drinker, discussed inter alia dust particle size and dust control. A second report by Foundation Research at the Saranac Laboratory entitled "Individual Susceptibility to Toxic Dusts", authored by Dr. Leroy Gardner, dealt primarily with the problems of silica dust. Also discussed were court decisions on Workers' Compensation cases. A case involving the death of a North Carolina man was discussed, the minutes indicating that the claimant sought compensation on grounds that the defendant's pneumonia was due to asbestosis. The Supreme Court of North Carolina upheld the award finding that asbestosis was a contributing cause of death. The Air Hygiene committee also recommended that pre-employment and periodic chest x-rays be conducted by a reputable radiologist, that the use of the Greenberg-Smith Midget Impinger be adopted for testing the levels of dust in the air, and that various procedures be implemented to reduce the dust in manufacturing facilities. In December of 1946, Mr. Hemeon of the Industrial Hygiene Foundation was invited to attend a meeting of the American Textile Institute (discussed infra) to respond to inquiries regarding IHF's proposed Industrial Hygiene Survey of the member companies. It was agreed at the February 5, 1947, meeting of the American Textile Institute (ATI) that the IHF be permitted to conduct its proposed survey. A June 18, 1947 report by W. C. L. Hemeon, Head Engineer for IHF, stated that the medical review reflected an incidence of asbestosis ranging between 3% and 20%. In one presentation at a regular meeting (prior to 1950) of the IHF, the suggested threshold limit value was criticized as being unsafe for persons exposed to asbestos fiber. Defendants thus had direct and actual knowledge that the suggested threshold limit value for asbestos was not safe. In addition, this criticism was published in the scientific literature and all defendants were put on notice of the hazards of the suggested threshold limit value.

29.

In addition, Westinghouse and/or its medical director and industrial hygienist became members of the Konicide Club from 1932 through 1940. The Konicide Club was created to understand and control the dust related diseases in the industry, and the members would meet to discuss the methods of accomplishing these goals. On January 22, 1939, The Konicide Club even conducted a meeting which focused on the health problems of the asbestos industry in particular.

30.

Also, Westinghouse's industrial hygienist, E.C. Barnes, wrote to Westinghouse's medical department in the 1940s regarding the high dust levels associated with asbestos cloth and the mixing of asbestos cement. Barnes further explained that the inhalation of asbestos dust could cause asbestosis, and he recommended that this hazard be minimized. Westinghouse was also aware of the dust problems associated with the use of the asbestos cloth on turbines. However, from 1946 through the late 1970s, Westinghouse failed to control or reduce the dust created from the asbestos cloth, cement, and other asbestos-components of its products at the various jobsites, and failed to warn with regard to these hazards.

31.

In 1953, Westinghouse produced its Asbestos Safe Practice Data Sheet, thus further evidencing Westinghouse's knowledge of the hazards associated with asbestos exposure. Also in 1953, Westinghouse acknowledged that it had a duty to warn contractors, who lacked the knowledge of potential hazards. However, Westinghouse still never warned the contractors nor the various jobsites of the hazards associated with exposure to asbestos.

32.

Westinghouse was also aware of the excessive dust produced from its Micarta product during the 1950s, as indicated in a letter from H.W. Speicher to James McClimans, a safety supervisor. In 1973, Westinghouse conducted dust studies at the Micarta facility and recorded high levels of airborne and settle asbestos-containing dust from the circular saw trimming of Micarta. Nevertheless, Westinghouse failed and refused to warn of health hazards of its asbestos-containing Micarta, and suppressed this information.

33.

Additionally, Westinghouse knew that asbestos was dangerous in the 1940s and began a program to clean up the manufacturing process in their plants in the 1950s while continuing to manufacture asbestos-containing products. Westinghouse began manufacturing asbestos-containing

wallboard systems in 1956 until the mid 1970s. Prior to 1972, Westinghouse failed to provide any warning regarding the asbestos hazard with its products. In 1972, in response to Occupational Safety and Health Administration ("OSHA") regulations, Westinghouse applied warning labels that would necessarily be obscured by the substrate of the wallboard system, thereby appearing to comply with OSHA regulations without actually warning the end users of the inherent dangers of Westinghouse's asbestos-containing products. Subsequent to this activity, Westinghouse learned through in-house counsel that there existed numerous documents that would implicate Westinghouse for its actions. These documents reflected early knowledge on the part of Westinghouse and contained product manufacturing information, air samples studies, architectural reports, work papers, old work files, and other similar materials. It was determined that all such documents be destroyed, despite Federal Regulations requiring their retention. This document destruction was done with the specific intention of defrauding asbestos victims and the courts before which Westinghouse would undoubtedly appear. In the past, Westinghouse has refused to respond to plaintiff's request for the production of these documents principally on the basis that said documents did not exist due to their destruction. Accordingly, plaintiff alleges that Westinghouse's conduct constitutes fraud under Louisiana law.

34.

Additionally, even when OSHA cited Westinghouse with willful, asbestos-related violations during 1970s at its Hampton Micarta plant and in the 1980s at the Lester turbine and blanket plant. Regarding these incidents, Westinghouse's attorneys maintained that Westinghouse would not comply with either the EPA or OSHA and would take an attitude of "respectful noncompliance".

35.

Westinghouse has engaged in a pattern of suppressing information with regard to its asbestos-containing products and the health hazards associated with same. Jeffrey J. Bair of Westinghouse states in what is known as "The Smoking Gun" documents that the Industrial Hygiene Department files, dating back to 1930, have been reviewed. After a general description of the categories of documents reviewed, Mr. Bair provides a discussion of the nature of these documents. The following are quotes from that discussion:

The majority of the documents in Industrial Hygiene's files are potential "smoking gun" documents. This is so because of the nature, duties, obligations and responsibilities of the Industrial Hygiene Department. The approximately 57 years of Industrial Hygiene files which are in existence today are filled with technical information, procedural information, safe-handling information, hazard information, recommendations and tests results. The files are filled with documentation which critiques and criticizes, from an industrial hygiene perspective, Westinghouse

manufacturing and non-manufacturing operations. This documentation often times points out deficiencies in Westinghouse operations and suggests recommendations to correct these deficiencies. Industrial Hygiene's files contain information which details the various chemical substances used at Westinghouse sites over the years, and often times the inadequacies in Westinghouse's use and handling of the substances. The files contain many years of employee test results, some of them unfavorable. Industrial Hygiene, by performing its job, creates, daily, potential smoking gun documents (emphasis added).

Plant Correspondence and Files

Please see, for example, Wilber Speicher's letter...correspondence of this type was and continues to be, frequently generated by Industrial Hygiene. Dr. Speicher's correspondence might show early knowledge of the Corporation to certain health hazards associated with epoxy resin dissolving agents. What use did the Corporation make of this knowledge to protect employees and the public? If none or very little, then this document might become a "smoking gun" (emphasis added).

Industrial Hygiene audit and trip reports certainly qualify as potential smoking guns (emphasis added). Industrial Hygiene, in each plant audit, critiques and criticizes the facility from an industrial hygiene perspective. Industrial Hygiene also makes recommendations to improve the hygiene of the plant. The smoking gun possibilities of such documentation are readily apparent (emphasis added). Material Cards, Materials Safety Data Sheets, Purchasing [sic] Department Specification Cards, Safe Practice Data Sheets and Historical Safe Practice Data Sheet Files

Again, the smoking gun possibilities of these documents are clear. If, for example, the safe practices detailed in safe practice data sheets are not made a part of a site's industrial hygiene program and communicated to employees, the potential future problems are readily apparent. In addition, if the information is not or was not conveyed to customers, the public, etc., again the potential future problems are readily apparent (emphasis added).

Recommendations

Plant Correspondence Files (excluding air sampling data and employee test results such as bio-assay, radiation, etc.)

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic records retention guidelines do not specifically address these records. We recommend that all such files generated prior to 1974 should be discarded. As stated before, these records are filled with documentation dating back to the 1930's which critiques and criticizes Westinghouse operations, and points out deficiencies in such operations. The files are filled with technical product and chemical information, hazard information and safe-handling information, most of it generated by the industrial Hygiene Department in a "editorializing" and opinionated manner. The files are not used in the daily operation of the Department. In our opinion, the risks of keeping these files on the whole substantially exceed the advantages of maintaining the records for the following reasons:

The substantial bulk of the correspondence was written by the Department in an editorializing, opinionated and verbose manner, instead of strictly factual. In addition, the Industrial Hygiene Department, prior to 1974, was involved in testing and evaluating the safety of everything from water coolers to gloves. From a review of the files, it appears that the Department commented and editorialized on just about everything which might have been found in the workplace. This "self-analysis" and "editorializing" type of information can be dangerous. This is just the type of documentation which should be discarded from the files. Correspondence generated subsequent to 1974, generally speaking, does not suffer from these drawbacks.

“Historical Files or Industrial Hygiene Department”

These records are not required pursuant to any federal, state or local laws and/or regulations. The Westinghouse domestic Records Retention Guidelines do not specifically address these records. We recommend that, with the exception of the 1974 noise survey and the testing date which is contained in these files, these files be discarded.

Bair’s Conclusions

Toxic tort litigation, including toxic tort-related workmen’s compensation litigation, show no signs of abating in the near future. In fact, legislation such as the risk notification legislation currently being considered by Congress, will, according to many “experts”, result in an increase in such litigation. Consequently, well reasoned and conceived document retention and destruction programs for departments such as Industrial Hygiene, and in fact the entire Corporation, are imperative.

Bair’s conclusion clearly shows that Westinghouse fraudulently destroyed relevant documents all in furtherance of its fraudulent activities whereby it misrepresented the dangers of its asbestos-containing products in order to gain a commercial advantage, *i.e.* sell more of its dangerous products. More importantly, his conclusion shows that Westinghouse had motive for destroying the documents, which was *avoiding litigation* and having to answer fraud allegations therein.

36.

It is well-settled that parties have a duty to preserve discoverable evidence, both during and prior to litigation, if it is reasonably foreseen that litigation will occur. Westinghouse knew litigation was likely to occur and destroyed their documents in anticipation thereof. This activity amounts to fraud and spoliation. In fact, at least one court has already found that the activities set out in the Jeffrey Bair memo demonstrate a “plan to commit a fraud on the Courts of the United States.”

37.

The document destruction program set out in Bair’s memo was actually implemented by Westinghouse, as is evidenced by a memorandum entitled “Document Retention” that was written by Wayne C. Bickerstaff on January 29, 1988, directed to J.W. Fisch and copied to S.R. Pitts and Jeffrey Bair. On March 3, 1988, Jeffrey Bair wrote another memo, indicating that he had “informed Wayne to begin discarding [certain documents].” These acts of intentional destruction of records by Westinghouse in order to avoid public knowledge that it had knowledge of health hazards associated with its products constitute fraud under the laws of the state of Louisiana.

38.

Defendant, General Electric (“GE”), was in the business of manufacturing, selling and/or distributing asbestos-containing materials to Avondale. Such products were installed, removed, and

repaired by or in close proximity to Michael Dandry, Jr., thus exposing him to asbestos dust released by the installation, removal, and repair of said products. Mr. Dandry was exposed to asbestos fiber from these asbestos-containing materials manufactured, distributed, and/or sold by GE. At the time of his exposure to these products, they were being used in the manner and for the purpose for which they were intended; and these products were in the same condition as when they left the control and possession of GE.

39.

The asbestos-containing products manufactured, distributed and/or sold by GE were unreasonably dangerous *per se*, were defective in design, and constituted a breach of warranty from said manufacturers. Further, GE failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause deadly diseases such as lung cancer, asbestosis, and mesothelioma.

40.

Plaintiffs further allege that General Electric has through its actions sought to fraudulently conceal and suppress the truth about the dangerous nature of its asbestos containing products that it manufactured, sold and distributed.

41.

Furthermore, as scientists became more concerned with the connection between asbestos and occupational exposure, General Electric, along with others in the asbestos industry, sponsored both animal and human research on the biological effects of asbestos at the Saranac Laboratory of the Trudeau Foundation. General Electric's association with the Saranac Laboratory extends at least to the 1940s, where Saranac Laboratory correspondence documents the contractual relationship between the Laboratory and General Electric. This research performed by the Saranac Laboratory revealed that exposure to asbestos produced harmful effects to those individuals who inhaled asbestos dust. More specifically, the Saranac Laboratory held the Seventh Saranac Symposium in 1952, whereupon General Electric representatives attended. The presentations by various doctors indicated that a link existed between asbestos and several lung diseases, including asbestosis and lung cancer.

In his presentation at the Seventh Saranac Laboratory in 1952, Dr. Kenneth M. Lynch indicated that he tested the effects of asbestos from a period of twenty five years (1926-1950). The testing resulted in the knowledge of a causal relationship between asbestos and cancer in 1934. This discovery was formally set in a published record. Additionally, in 1947, Dr. Lynch discovered that

13.2% of persons suffering from asbestosis also developed cancer. Furthermore, Dr. Lynch spoke of several reports, dated from 1918 to 1952, discussing the association of cancer with asbestos.

Also, Dr. Merewether began noting the deaths from asbestos exposure in the United Kingdom during the years of 1924 to 1947, including asbestos with tuberculosis and asbestos with lung cancer. Dr. Merewether discovered that 16.2% of persons suffering from asbestosis also developed cancer, as apposed to the 13.2% found earlier, thus further indicating a causal relationship between exposure to asbestos dust and lung cancer. In addition, Dr. Merewether discussed the original cases of asbestosis discovered around 1902. Another doctor, Dr. Arthur J. Vorwald, discussed the discovery of asbestosis in the early 1900s and the availability of information concerning the disease through several reports, ever since. Dr. Vorwald also admitted that individuals exposed to asbestos fibers develop asbestosis. Thus, General Electric's attendance at the Seventh Saranac Symposium in 1952 indicates that it knew, or at least should have known, of the hazardous nature of asbestos in causing asbestosis and lung cancer. Despite this knowledge, General Electric failed to warn its workers and customers of the harmful effects that result from the inhalation of asbestos fibers.

42.

General Electric contracted Harvard University to conduct research regarding the various hazards existing in their plants. Dr. Alice Hamilton, along with other Harvard medical doctors, conducted the research for General Electric. She recommended that chest x-rays be taken of all employees working with asbestos. She additionally recommended an overhaul in the ventilation system on certain apparatus at their plants due to the hazardous nature of asbestos fibers and the fact that moving belts blew the asbestos dust about the room so that it accumulates in the room. Also, in the 1930s, asbestos victims began to sue Johns-Manville and Multibestos because of their asbestos-related illnesses. As a result, Dr. Hamilton wrote to Gerald Swope, President of General Electric, informing him that these suits were justified. She further recommended that General Electric take safety precautions, including an evaluation of the situation and dust counts, to avoid this litigation. Furthermore, Carl Obermaier, a GE plant manager, wrote to Hamilton acknowledging/admitting that he knew that inhalation of asbestos dust caused health problems, mainly asbestosis. Furthermore, Obermaier spoke of reports and pamphlets discussing the connection between asbestos exposure and lung cancer. Several letters, dated years 1928 - 1934, between Hamilton and GE indicate that GE was well aware of the excessive asbestos dust contained

inside their various plants. Thus, GE had knowledge that asbestos dust was harmful, but still refused to warn its employees and its customers to whom it sold its asbestos-containing products.

43.

Throughout the relevant time periods, GE conducted various asbestos tests in their different plants, further indicating that they knew that asbestos was hazardous since they tested for levels of asbestos dust. Also, when tested, several times GE ran well above the maximum allowable level. For example, a survey done in 1973 of several GE plant buildings found an asbestos dust concentration count of 1540 fibers greater than five microns per milliliter of air, when the threshold limit value for asbestos at that time was five fibers greater than five microns per milliliter of air. GE was also aware that large quantities of asbestos fiber would blow into the exhaust system. Many times GE chose to use the cheaper asbestos fiber in the plants, even though the cheaper fiber produced more dust into the exhaust system. However, GE, knowing of the harmful effects of asbestos, still refused to warn those individuals/workers who would come into contact with their products. Instead, they used these cheaper asbestos fibers attempting to profit at the expense of those individuals who would inhale these fibers from their products. As a result of the tests conducted at General Electric's plants, various recommendations were given to GE during the 1950s to 1970s, including the improvement of ventilation (including exhaust systems), periodic chest X-rays, pulmonary function tests, medical surveillance programs, wearing of an approved respirator, gloves, and protective clothing, increasing air flow, better maintenance of dust filters, use of industrial vacuum to clean site, complete enclosure of saw and apparatus, checking filters at regular intervals to insure working properly, and the cutting of cloth where asbestos dust should be minimized. More specifically, in letters dated 1956 and 1959, Dr. Elkins informed the GE Lowell Plant that those employees working around asbestos should receive periodic chest x-rays due to the hazardous nature of asbestos. Also, he informed that the workers who sweep the area should wear respiratory equipment. Therefore, General Electric knew or should have known that asbestos could be harmful to those individuals exposed to this dust.

44.

Moreover, various published reports and articles available to GE, prove that GE was empowered with the knowledge that asbestos caused several diseases. Some of the reports and articles include:

- (1) Safety Management: Accident Cost and Control, a published article written in 1956 by Dr. R. Simonds and Dr. J. Grimaldi, which discusses the fact that asbestos produces asbestosis, the symptoms of asbestos, and how asbestos dust can be found in all stages of asbestos handling;

- (2) Asbestos-Dust Exposures at Various Levels and Mortality, a published article written in 1967 by Dr. P. Enterline and Dr. A. Kendrick discussing the first reports of asbestosis in the early 1900s, the first reports of mesothelioma were published in 1955, and the acceptance of a causal relationship between asbestos dust and asbestosis and mesothelioma;
- (3) Asbestos Exposure Smoking, and Neoplasia, a published article written in 1968 by Dr. I. Selikoff, Dr. E. C. Hammond, and Dr. Jacob Churg, discussing that asbestos workers have a high risk of dying of bronchogenic carcinoma.
- (4) Industrial Pneumoconiosis Prevention and Control, an published article written in 1969 by Edmund M. Fenner, director of environmental control at J-M, talks about how scientists became concerned about the connection between the exposure to asbestos fibers and asbestosis in the 1920s. Furthermore, the article speaks of the Saranac Laboratory's discovery, through animal and human research in the 1930s, that asbestos exposure did "produce a unique and identifiable pulmonary fibrosis." Additionally, the article also talks about how Britain had become concerned about the link between asbestos dust exposure and lung cancer in the 1950s.
- (5) Asbestos And Health In 1969, a published article written in 1969 by George W. Wright, discusses the progression of knowledge about asbestos' relationship with different diseases. Wright begins by talking about the discovery of diseases associated with asbestos exposure in the early 1900s. Then, Wright mentions that in the 1930s, it was pointed out that asbestos posed a problem to the health of workers and that the health problem could be minimized by instituting protective measures to reduce the amount of asbestos airborne dust. Wright also speaks about the various tests conducted to determine the exact relationship between asbestos and diseases. Additionally, Wright indicates that an 80% incidence of asbestosis to workers exposed to asbestos 20 or more years was found, and also that the more asbestos dust concentration in the air the larger % of workers developing cancer. Furthermore, Wright explains that there is a strong relationship between the development of mesothelioma and the exposure to asbestos fibers.
- (6) The Health of Chrysotile Asbestos Mine and Mill Workers of Quebec, a published article written in 1972 by Dr. C. McDonald, Dr. M. Becklake, G. Gibbs, Dr. A. McDonald, and C. Rossiter, talks about how asbestos has been known to cause three identifiable diseases, including asbestosis, lung cancer, and mesothelioma. The article also discusses the fact the percent of people who develop lung cancer rises with the increase in asbestos dust exposure.
- (7) Recommended Safety Practices for Handling Asbestos Fiber, an article written by Johns-Manville indicating that asbestos should be handled in a way as to prevent asbestos dust and that approved asbestos respirators should be worn by when handling asbestos fibers.
- (8) Encyclopedia Of Occupational Health And Safety, written in 1971 by J.C. Gilson, talks about the health hazards, including several diseases, associated with the inhalation of asbestos fibers and asbestos dust. The Encyclopedia also speaks of the first incidence of asbestosis discovered in 1899 in London and the fact that in the 1930s asbestos was seen as a major cause of health hazards in the asbestos textile industry in the U.S. and other countries.

45.

Avondale, Bayer Cropscience, Inc. (as successor of liability to Rhone-Poulenc AG Company f/k/a Amchem Products, Inc. f/k/a Benjamin Foster Company); Eagle, Inc. (formerly Eagle Asbestos & Packing Company, Inc.); Foster-Wheeler, LLC (formerly Foster Wheeler Corporation); General Electric Company; Westinghouse; Uniroyal, Inc.; Taylor-Seidenbach, Inc., and International Paper Company were in the business of manufacturing, fabricating, selling and/or distributing asbestos-containing products, including but not limited to asbestos-containing pipe covering, pipe coating,

blankets, special fittings, cloths, gaskets, blocks, valves, cements, mastics, jackets, board, turbines and/or boilers. These companies sold, installed, removed and/or abated these products to and/or at Avondale. In addition, Eagle, Taylor Seidenbach, Inc., Foster Wheeler, Westinghouse, International Paper, and General Electric, distributed asbestos-containing products manufactured, distributed, and sold by various companies including Bayer CropScience, Inc. (successor to Rhone Poulenc AG Company, formerly Amchem Products, Inc., formerly Benjamin Foster Company)--(adhesives, coatings, sealants, and mastics), Foster Wheeler LLC (formerly Foster Wheeler Corporation)--(block and boiler insulation), General Electric Company--(electric wire and cable, block, cloth, generators and generator insulation, turbines and turbine insulation including, but not limited to sprayed asbestos insulation), Westinghouse--(block, boiler, turbine and turbine insulation, generators and generator insulation, cloth, blankets, adhesives, cement, pipe covering, and micarta); and Uniroyal, Inc.--(cloth, tape, yarn, and adhesives). During various periods of time, Eagle and Taylor Seidenbach, Inc. would package the above-described products from other distributors and manufacturers' products in their own boxes and packaging, and hold out the products as their own, thus, making them liable as the manufacturer under Louisiana law. During various periods of time, Eagle, Taylor Seidenbach, Inc., Foster Wheeler, General Electric, and Westinghouse also did contracting work at the locations where Michael Dandry, Jr. was working thereby exposing him during their handling of asbestos-containing products. Mr. Dandry was exposed to asbestos-containing products manufactured, distributed, sold, and/or handled by all "defendants" named in this petition.

46.

The asbestos-containing products manufactured, distributed and/or sold by Avondale, Eagle, Inc., Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., Westinghouse, General Electric Company, Foster Wheeler LLC, and International Paper Company were unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers. Further, these defendants failed and refused to warn of the danger of exposure to such products. They also failed to warn of the invisible nature of the asbestos and that it could cause diseases such as mesothelioma, cancer, asbestosis, pleural diseases, and other ill health effects.

47.

As a result of the defective and unreasonably dangerous condition and composition of the asbestos-containing products manufactured, distributed, and/or sold by Avondale, Eagle, Inc.,

Taylor-Seidenbach, Inc., Hopeman Brothers, Inc., Wayne Manufacturing Company, Bayer CropScience, Inc., Uniroyal, Inc., Westinghouse, General Electric Company, Foster Wheeler LLC, and International Paper Company, Mr. Dandry inhaled asbestos fibers and other harmful substances emitted by the normal use of said products, proximately causing the mesothelioma and other related ill health effects from which he suffers. Plaintiff further contends that these companies are liable as a result of manufacturing, distributing, or selling an unreasonably dangerous per se product, a product defective in design, for breach of warranty, and for failing to provide adequate warnings and instructions. Further, these companies are liable for failing to substitute available alternative products and for fraudulently concealing the dangers of their products and the health hazards associated with the use and exposure to said products.

48.

Prior to the time Mr. Dandry was exposed to asbestos, all defendants were aware or should have been aware of the health hazards associated with exposure to asbestos, including but not limited to pleural plaques, fibrosis, asbestosis, cancer, and mesothelioma. Further, all defendants were aware or should have been aware that invisible asbestos particles could remain airborne for many hours and that exposure could occur even after actual use of the products ceased; nevertheless, defendants remained silent as to the unreasonably dangerous nature of the products which suppression of the truth was made with the intention of obtaining an unjust advantage over unsuspecting victims. Such conduct constitutes fraud under Louisiana law.

49.

All defendants made the misrepresentations cited in the foregoing paragraph despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

50.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Mr. Dandry was exposed to products manufactured, distributed, sold, and/or handled by "defendants," and he contracted mesothelioma and other related ill health effects, which was first diagnosed on approximately April 12, 2023, and from which he died on November 5, 2023.

51.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over Mr. Dandry, and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

52.

The health hazards of asbestos have been recognized by those in the business for two thousand years. The Greek geographer Strabo and the Roman historian Pliny the Elder both recognized asbestosis in slaves whose task was to weave asbestos into cloth. There is conclusive evidence (more specifically outlined below) that by the end of 1930, it was widely known in the United States by those in the industry and their insurers that exposure to asbestos could cause asbestosis and cancer, that asbestosis was a fatal disease, and that the latency period of asbestosis and other asbestos-related disease was of many years duration subsequent to initial exposure, yet this knowledge was suppressed from workers like Mr. Dandry.

53.

By the time Mr. Dandry began working with and around asbestos products, virtually every state in the United States recognized asbestosis and silicosis as compensable claims under workers' compensation laws. In fact, the Louisiana legislature in 1952, when it enacted its first Workers' Compensation Occupational Disease Act, listed asbestosis and silicosis as a compensable occupational disease. Moreover, all suppliers (as well as independent contractors) to any company with government contracts were bound to comply with health and safety requirements of the Walsh Healey Public Contract Act first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943. Likewise, there were industrial health standards regarding asbestos in Louisiana since 1943. These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. They also required isolation of dusty work, ventilation, use of respirators, and medical examinations by doctors. Despite this, Mr. Dandry was never warned of any hazard associated with asbestos or silica, was never protected by use of

adequate ventilation, and was required to work next to insulators using asbestos products. He never saw a warning on any asbestos product nor was he warned by any contractor using asbestos or silica products. Despite the fact that all defendants were aware of the hazards of asbestos and silica and other toxic substances to which Mr. Dandry was exposed, they failed and refused to warn of these dangers and, furthermore, concealed these hazards. Moreover, defendants suppressed and prevented the dissemination of information relating to the hazards of asbestos and silica exposure, thus constituting fraud under Louisiana law. Even after OSHA became the law in 1971, Mr. Dandry was not warned of the health hazards associated with exposure to asbestos.

54.

The acts of the defendants, as described above, constitute a fraudulent misrepresentation and/or concealment which proximately caused the injuries to the Petitioner in the following manner:

- 1) The material published or caused to be published was false and incomplete and that the defendants knowingly and deliberately deleted references to the known health hazards of asbestos and asbestos-related products.
- 2) The defendants intended the publication of false and misleading reports and/or the non-disclosure of documented reports of the health hazards of asbestos:
 - a) To maintain a favorable atmosphere for the continued sale and distribution and use of asbestos and asbestos-related products;
 - b) To assist in the continued pecuniary gain of the defendants through the sale of asbestos products to an ignorant public;
 - c) To influence in the defendant's favor, legislation to regulate asbestos exposures and unlimited medical and disability claims for compensation;
 - d) To provide a defense against lawsuits brought for injury resulting from asbestos disease;
 - e) To prevent relevant medical inquiry about asbestos disease;
 - f) To mislead the general public, and the Petitioner herein, about the hazards associated with asbestos products; and
 - g) To induce the Petitioner to use and continue to use asbestos products.
- 3) The Petitioner reasonably relied upon the published medical and scientific data documenting the purported safety of asbestos and asbestos-related products, and the absence of published medical and scientific reports on the hazards of asbestos and asbestos-related products because Petitioner believed it to be safe.
- 4) Defendants, intended the Petitioner to rely upon the published reports regarding the safety of asbestos and asbestos-related products and upon the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products, and therefore to continue their exposure to those products.
- 5) Defendants are in a position of superior knowledge regarding the health hazards of asbestos and therefore the Petitioner and others deciding to use the said asbestos-containing products to which

Petitioner was exposed, had a right to rely on the published reports commissioned by the defendants regarding the health hazards of asbestos and the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products.

55.

Insurance premiums were set based on the risks posed by the insured. Insurance companies discussed the hazards of asbestos with insured who manufactured, used, or distributed asbestos products. Insurance field inspectors would survey the premises or operations of the insured, advise the insured of the hazard, and set the premium accordingly. This was true prior to the time that Mr. Dandry was first exposed to asbestos and continued throughout his employment. The fact that workers' compensation insurance carriers were concerned about asbestos is evidenced by the 1932 occupational disease report in "The National Underwriter" where asbestos was listed as a serious hazard receiving special attention "for some time" in insurance underwriting. When the Supreme Court of North Carolina (*McNeely v. Carolina Asbestos Co.*, May 23, 1934) determined that asbestosis was compensable under its workers' compensation law, insurance executive F. R. Jones wrote that the *McNeely* case and others like it injected elements of uncertainty that rendered the hazards of asbestosis "often uninsurable at practicable rates."; he wrote that even though rates for those in the asbestos business were high, "their adequacy ... is generally doubted." To avoid losing money, insurance companies instituted a practice of servicing claims as well as providing the insurance--"sort of a right pocket to left pocket...in other words there wasn't any way (insurance companies) could lose money on it." (See deposition of Harry J. Flynn in *Bradley v. Todd Shipyards, Inc.*, C.A. No. 85 - 05657, Div. "D", Civil District Court for the Parish of Orleans.)

56.

That all defendants and the companies that insured them knew of the health hazards associated with exposure to asbestos since the 1930s (and suppressed this information) is shown by numerous documents and testimony. In fact, the knowledge was so well recognized in the asbestos industry that the insurance industry considered confessing liability; instead, they decided to make it "economically impossible" for plaintiffs to pursue their claims. The minutes of meetings in 1976 and 1977 of American Mutual Insurance Alliance (an insurance industry association) confirm that the hazards of asbestos exposure have been known for many years. These minutes specifically state that medical research in 1900 linked asbestos with asbestosis and by 1935 it was recognized that asbestos caused cancer. In a memorandum of a meeting of a discussion group dated April 21, 1977, it was stated: The meeting closed with a unanimous rejection of a suggestion that liability in asbestos cases be admitted and the carriers agreed between themselves as to their respective losses

and expenses. That insurance companies and their insureds were working together to discourage plaintiffs from pursuing valid claims is also demonstrated in earlier memos. In minutes dated May 22, 1974, discussing *Borel v. Fibreboard Paper Products Corporation*, 493 F.2d 1076, (5th Cir. 1973), cert. denied, 419 U.S. 869 (1974), it is stated: "The appeals court decision in the Borel case of course sets a very bad precedence for our other pending asbestosis cases and (sic) this jurisdiction we will soon have to formulate a 'game plan' for the continued defense of these asbestosis cases with the other defendants." In a memo dated October 22, 1974, it was decided that the asbestos defendants and their insurance companies would resist pending cases "and attempt to make this economocially (sic) impossible for the plaintiffs to pursue the other cases." These attempts to prevent and stifle valid claims by plaintiffs such as Mr. Dandry shows that the defendants, to this day, are committing fraud.

57.

Documents and testimony of defendants herein as well as associated asbestos companies is replete with the fact of knowledge and fraud. Although Johns-Manville (hereinafter sometimes referred to as "J-M" and Raybestos-Manhattan, Inc. (hereinafter sometimes referred to as "R-M") are not defendants herein, a discussion of their knowledge is necessary to show knowledge within asbestos industry associations, within the insurance industry, and among other defendants. In 1929, Johns-Manville Corporation and Raybestos-Manhattan, Inc. agreed to permit the Metropolitan Life Insurance Company to conduct a complete Industrial Hygiene survey of some of their facilities, including J-M's asbestos mines and mills in the Province of Quebec. The initial investigation began in October of 1929 and was completed in January of 1931. The study included the following: a survey of the dust conditions in the asbestos mines, mills and fabricating plants; physical examinations of asbestos workers, including X-ray films; and a study of the dust exhaust systems designed to eliminate asbestos dust. This survey was supervised by Dr. Anthony J. Lanza, Assistant Medical Director of Metropolitan; Dr. William J. McConnell, Assistant Medical Director of Metropolitan; and J. William Fehnel, a chemist with Metropolitan. Subsequent to this initial study, meetings were held among Dr. Anthony J. Lanza, W. R. Seigle (Vice President of J-M), Vandiver Brown (General Counsel for J-M), S. A. Williams (President of Johns-Manville Products Corporation), and Sumner Simpson (President of Raybestos-Manhattan, Inc.). The minutes of these meetings which occurred in November, 1933, through January, 1934, reflect that Metropolitan Life was desirous of conducting a follow-up study of the J-M and R-M facilities, as well as expanding the scope of the study to include additional J-M facilities and facilities of other members of the

asbestos industry. Dr. Lanza felt that the Metropolitan Life Insurance Company should advise the companies of the types of respirators which should be provided to the employees engaged in making a study of this problem. On December 7, 1934, Dr. Lanza forwarded to Vandiver Brown, counsel for J-M, the "galley proof" of the results of the 1929 through 1931 survey of the R-M and J-M plants, entitled "Effects of Inhalation of Asbestos Dust on the Lungs of Asbestos Workers." This "draft" was also circulated to representatives of Raybestos-Manhattan, who prepared editorial comments and recommendations for Dr. Lanza concerning the final publication of the report. Johns-Manville prepared similar comments. The Metropolitan report informed Raybestos-Manhattan and Johns-Manville of the following: that prolonged exposure to asbestos dust caused pulmonary fibrosis; that asbestosis could cause cardiac enlargement; that it was possible for uncomplicated asbestosis to have fatal results; and that the amount of dust in the air in the asbestos plants surveyed could be substantially reduced. After incorporating some of J-M's and R-M's editorial suggestions, Dr. Lanza published "Effects of the Inhalation of Asbestos Dust on the Lungs of Asbestos Workers" in the Public Health Reports, Volume 50, No. 1, January 4, 1935.

58.

In November 1936, Vandiver Brown of Johns-Manville, together with Sumner Simpson, President of Raybestos-Manhattan, solicited other members of the Asbestos Products Industry to participate in "asbestos dust experiments" by the Saranac Laboratory of the Trudeau Institute. Dr. Leroy U. Gardner was the director of the Trudeau Foundation at the time. A report of these works was prepared by Dr. Gardner on April 18, 1938. The report was sent to Vandiver Brown, who in turn sent it to Dr. Lanza for his comments.

59.

In 1942, Charles Roemer, a New Jersey attorney, was advised by his cousin, Dr. Jacob Roemer, that in the course of reviewing chest x-rays of employees at the Union Asbestos and Rubber Company's Paterson, New Jersey plant, he had observed a significant number with lung changes which he believed were due to asbestos exposure. Dr. Roemer advised that the men be informed of his findings and that they be instructed to secure outdoor employment which did not involve any exposure to asbestos dust. Dr. Roemer said that unless this was done immediately, the men would suffer and die from asbestos-related lung disease. Vandiver Brown acknowledged that J-M's physical examination program had produced similar findings of x-ray evidence of asbestos disease among workers, but told Mr. Roemer and the UNARCO representatives that it was foolish to be concerned. Mr. Brown explained that it was J-M's policy to let its employees die of asbestos

poisoning rather than inform them of health consequences which would undoubtedly lead to costly lawsuits against the company. As testified to by Mr. Roemer, "I'll never forget, I turned to Mr. Brown... and I said, 'Mr. Brown, do you mean to tell me you would let them work until they dropped dead?' He said, 'Yes. We save a lot of money that way.'" (Deposition Charles H. Roemer taken April 25, 1984, Johns-Manville Corp. et al. v. the United States of American, U.S. Claims Court Civ. No. 465-83C).

60.

As a result of the aforesaid Metropolitan Life study, additional health research on the effects of prolonged and excessive inhalation of asbestos fiber on human beings was undertaken at the Saranac Laboratory. A report on this research was delivered at the Seventh Saranac Lake Symposium in 1952 and was entitled "Pulmonary Function Studies in Men Exposed for Ten or More Years to Inhalation of Asbestos Fibers" by Fernand Gregorie and George W. Wright.

61.

In addition to the IHF, there were other trade associations which were formed to aid and service companies in the asbestos industry. Members of the Asbestos Textile Institute (ATI), founded on November 16, 1944, included companies which produced asbestos containing cloth and other products. Members included, among others, Uniroyal, Inc., which is a defendant in this action. At the June 13, 1946, meeting of the Asbestos Textile Institute, a question was posed as to whether or not a committee should be formed to deal with the question of dust control. Beginning on June 13, 1946, a subcommittee of the dust control committee of the Asbestos Textile Institute recommended that the committee contact the United States government, the state governments in which member plants were located, the Mellon Institute, and Metropolitan Life for the purpose of preparing a tentative program aimed at bringing to member companies the assistance of qualified technical and medical people. In 1946, the ATI was presented with a plan for a central medical committee which would call for individual medical programs at all facilities using asbestos as well as a central medical department which would be responsible to the association. Recommendations for initial medical examinations and periodic follow-up examinations were also made. The recommendation for periodic medical examinations was characterized by the presenting doctor as "fundamental in an industry where there was a 'known occupational health hazard'". While the ATI considered this proposal, it nonetheless elected to defer the plan. During the late 1940's and early 1950's, the ATI was presented with a number of other plans for wide ranging research on various

issues dealing with asbestos-related disease in the asbestos industry. However, in some instances, the research projects and proposals were discarded.

62.

Another trade organization was the National Insulation Manufacturers Association ("NIMA"), which formed in December of 1958 as a joint venture trade association to serve as a voice for the mineral insulation industry. After 1958, personnel of Ruberoid/GAF (defendant herein) attended most, if not all, NIMA meetings at which health hazards were frequently the topic of formal discussions. NIMA members had unequivocal knowledge of the potential health hazards posed by unprotected and prolonged exposure to excessive quantities of airborne asbestos fiber. The testimony of Harry Kaufman, who came to Ruberoid in 1958 as Assistant Director of Quality Control, admit knowledge of the potential health hazards to an unprotected worker from exposure to asbestos fiber as far back as 1943 when he attended a five month course at the University of Maryland on Industrial Safety. Charles Limerick, former manager of the Ruberoid Vermont Mines, has admitted that he was aware of dangers of asbestos as far back as the 1930's and 1940's. GAF/Ruberoid was put on notice of dangers in 1935 or 1936 through correspondence with "Asbestos" magazine. Ruberoid subscribed and advertised in "Asbestos". Moreover, Ruberoid was prodded by lawsuits brought by its employees alleging that they had developed asbestosis as early as 1934.

63.

Sumner Simpson, the first Raybestos-Manhattan Incorporated President, maintained a file or collection of documents, correspondence, and memoranda pertaining to the subjects of the health effects of asbestos, dust control, and dust levels. These documents clearly evidence knowledge, beginning in at least the 1930's, of dangers posed by exposure to asbestos and steps which could and should be taken to minimize the risk of asbestos-caused diseases. The "Sumner Simpson" documents, as a group, demonstrate the high level of awareness and early sophistication of the asbestos industry of knowledge that excessive exposure to asbestos over a prolonged period of time could and would produce asbestos-related diseases. Numerous letters in the "Sumner Simpson" document collection refer to the fact that many states were adding asbestosis as a compensable disease and that Raybestos-Manhattan Incorporated was going to have to deal with that reality.

64.

Eagle, Inc. and Taylor-Seidenbach, Inc. did contracting work as early as the 1940s. Accordingly, Eagle, Inc. and Taylor-Seidenbach were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the

U.S. Navy and U.S. Maritime Commission in 1943 (discussed *infra*). Likewise, these companies were also aware of health and safety requirements regarding asbestos adopted in Louisiana as early as 1943. These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Moreover, these companies, being asbestos insulation contractors, had to pay higher insurance premiums as a consequence thereof. Mr. Dandry was exposed to asbestos both through their contracting work and through products manufactured, distributed, and sold by them throughout his career. Yet at no time was Mr. Dandry protected from these hazards nor warned of these hazards. Even after OSHA became the law in 1971, Mr. Dandry was not advised of the hazards associated with exposure to asbestos. These defendants were aware of the hazards of asbestos but failed and refused to warn Mr. Dandry of the dangers and, furthermore, concealed and suppressed its knowledge of these hazards, thus constituting fraud under Louisiana law. See deposition of Fred J. Schuber, Jr., 05/31/90, pages 149-155, 176-179 and exhibits attached to the deposition of Schuber taken 5/09/90; and deposition of Thomas R. Dimm, 02/03/86, pages 65-66; and Eagle, Inc.'s response #4 to plaintiffs' interrogatories in the case of Atzenhoffer, et al v. National Gypsum, Co., et al, C. A. #89-894, which responses are dated March 27, 1990; and Act No. 532 (1952) amendments to the Louisiana Workers' Compensation Act.

65.

Since the early 1940s, defendant, Foster-Wheeler LLC (formerly Foster-Wheeler Corporation), was a major manufacturer of boilers used in the construction of both commercial and U.S. Navy vessels at various shipyards throughout the US. Since that time through and including the time when Mr. Dandry was last exposed, they supplied boilers to virtually every shipyard constructing and repairing vessels in the country. Accordingly, since the early 1940s, they were aware of the health and safety requirements of the Walsh Healey Public Contract Act, first promulgated in 1936, as well as the regulations of the U.S. Navy and U.S. Maritime Commission in 1943 (discussed *infra*). These mandatory regulations addressed asbestos hazards and asbestosis as a resultant disease of exposure to asbestos. Despite this knowledge, at no time was Mr. Dandry advised of these hazards as defendants failed and refused to warn Mr. Dandry of the dangers and, furthermore, concealed and suppressed their knowledge of these hazards, thus constituting fraud under Louisiana law. In addition to manufacturing and selling boilers, (and providing the asbestos insulation products for insulation of their boilers and the piping connecting their boilers), they constructed their boilers on-site and provided an on-site representatives during the construction of their boilers.

66.

All defendants made the misrepresentations cited in the foregoing paragraphs despite their knowledge of the falsity, and defendants fraudulently concealed and suppressed the truth about the dangerous nature of the products with the intent to induce purchasers to buy the products and innocent users and employees to continue to be exposed to same without concern for their health.

67.

As a result of the misrepresentations of the defendants that asbestos-containing products were safe, nontoxic, fully tested, desirable, and suitable for use, and as a result of the defendants suppression of the truth about the health hazards associated with exposure to said products, Mr. Dandry was exposed to products manufactured, distributed, sold, and/or used by the defendants in this case, and he contracted mesothelioma, cancer, and other related ill health effects.

68.

The misrepresentations and suppression of the truth of occupational health hazards were made by all defendants with the intent of obtaining an unjust advantage over Mr. Dandry and other employees who remained uninformed and ignorant of the risks of contracting occupational lung diseases from their work environment. These misrepresentations and suppressions were calculated to produce the effect of misleading the employees so that they would not associate any lung disease with occupational exposures on the job. As a result of these misrepresentations and suppressions, all defendants sought to prevent or limit occupational disease claims by injured employees and claims from family members who also contracted disease. These actions constitute fraud under Louisiana law.

69.

Petitioners' causes of action are based upon the acts and omissions of defendants or those for whom the defendants are responsible, and are specifically not based upon any act committed at the direction of the United States Government.

70.

As a result of the aforementioned acts of the hereinabove named defendants, Mr. Dandry contracted mesothelioma and other related ill health effects and died from mesothelioma.

71.

All of the hereinabove named defendants are jointly, severally, and *in solido* liable to petitioner for the damages sustained as a result of Mr. Dandry's contraction of mesothelioma and other related ill health effects and death. Petitioners are entitled to damages for the following:

physical pain and suffering of Michael Dandry, Jr.; mental pain and anguish (including but not limited to fear of death) which Mr. Dandry suffered; fear of death, humiliation and emotional distress suffered by Mr. Dandry, loss of income and earning capacity of Mr. Dandry; medical expenses; care and personal assistance provided to Mr. Dandry; loss of personal services; loss of enjoyment of life and lifestyle; loss of support to children; loss of consortium and society, love, and affection; loss of services, loss of companionship; grief suffered by Erica Dandry Constanza and Monica Dandry Hallner, the children of Mr. Dandry, as a result of the death of Mr. Dandry; funeral expenses; lost income and expenses related to the injuries and death of Michael Dandry, Jr., funds expended by each of the plaintiffs herein for the care and treatment of their father, and all other general damages arising out of this survival and wrongful death action which may be shown at the trial of this matter.

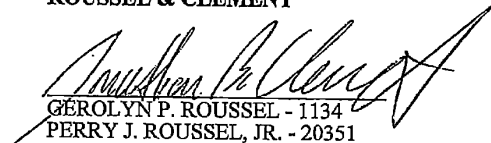
72.

A trial by jury is demanded on all issues.

WHEREFORE, petitioners, Erica Dandry Constanza and Monica Dandry Hallner, pray that the defendants named herein be duly cited to appear and answer, and that after all due proceedings are had, that there be judgment rendered herein in favor of petitioners and against defendants for all damages suffered by petitioners together with legal interest and all costs associated with the prosecution of this claim. Petitioners further pray for all general and equitable relief.

Respectfully submitted,

ROUSSEL & CLEMENT



GEROLYN P. ROUSSEL - 1134
PERRY J. ROUSSEL, JR. - 20351
JONATHAN B. CLEMENT - 30444
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ATTORNEYS FOR PETITIONERS,
ERICA DANDRY CONSTANZA and
MONICA DANDRY HALLNER

PLEASE SERVE THE PETITION FOR DAMAGES ON THE FOLLOWING:

1. SPARTA INSURANCE COMPANY
Through its agent for service of process:
Secretary of State
Legal Services Sections
8585 Archives Ave.
Baton Rouge, La. 70809
2. HUNTINGTON INGALLS INCORPORATED
(formerly NORTHROP GRUMMAN SHIPBUILDING, INC.,
formerly NORTHROP GRUMMAN SHIP SYSTEMS, INC.
formerly, AVONDALE INDUSTRIES, INC.
formerly AVONDALE SHIPYARDS, INC.
and formerly, AVONDALE MARINE WAYS, INC.)
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, La. 70816
3. EAGLE, INC.
Through its agent for service of process:
Susan B. Kohn
1100 Poydras St.
New Orleans, LA 70163
4. BAYER CROPSCIENCE, INC. (SUCCESSOR TO **LONG ARM SERVICE**
RHONE POULENC AG COMPANY,
FORMERLY AMCHEM PRODUCTS, INC.,
FORMERLY BENJAMIN FOSTER COMPANY)
(Via Louisiana Long Arm Statute)
through its agent for service of process:
Corporation Service Company
80 State Street
Albany, New York 12207
5. FOSTER WHEELER LLC **LONG ARM SERVICE**
(formerly FOSTER WHEELER CORPORATION)
(Via Louisiana Long Arm Statute)
Through its registered agent for service of process:
United Agent Group, Inc.
1521 Concord Pike
Suite 201
Wilmington, DE 19803
6. GENERAL ELECTRIC COMPANY
Through its agent for service of process:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, La. 70816
7. HOPEMAN BROTHERS, INC. **LONG ARM SERVICE**
(Via Louisiana Long Arm Statute)
AWH Corporation
435 Essex Ave., Suite 101
Waynesboro, Virginia 22980
8. TAYLOR-SEIDENBACH, INC.
Through its agent for service of process:
Hal Shepard
731 South Scott St.
New Orleans, LA 70119

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

ERICA DANDRY CONSTANZA AND	*	CIVIL ACTION
MONICA DANDRY HALLNER	*	
	*	NO.: 2:24-CV-00871
PLAINTIFFS	*	
	*	SECTION: "G" (5)
VERSUS	*	
	*	CHIEF JUDGE NANNETTE
	*	JOLIVETTE BROWN
SPARTA INSURANCE	*	
COMPANY, ET AL.	*	MAGISTRATE JUDGE MICHAEL
	*	NORTH
DEFENDANTS	*	

.....

**HUNTINGTON INGALLS INCORPORATED'S
ANSWER, AFFIRMATIVE DEFENSES, CROSS-CLAIMS,
THIRD PARTY COMPLAINT AND JURY DEMAND**

NOW INTO COURT, through undersigned counsel, comes defendant, Huntington Ingalls Incorporated (f/k/a Northrop Grumman Shipbuilding, Inc., f/k/a Northrop Grumman Ship Systems, Inc., f/k/a Avondale Industries, Inc., f/k/a Avondale Shipyards, Inc., f/k/a Avondale Marine Ways, Inc.) (hereinafter "Avondale"), who responds to plaintiffs' Petition for Damages (hereinafter "Petition") as follows:

ANSWER TO THE PETITION FOR DAMAGES

I.

The allegations contained in Paragraph 1 of the Petition are denied for lack of sufficient information to justify a belief therein.

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II.

Except to admit that Defendant is a corporation with a registered agent for service of process in Louisiana, the allegations contained in Paragraph 2 of the Petition are denied for lack of sufficient information to justify a belief therein.

III.

The allegations contained in Paragraph 3 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

IV.

The allegations contained in Paragraph 4 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

V.

The allegations contained in Paragraph 5 of the Petition are denied for lack of sufficient information to justify a belief therein.

VI.

The allegations contained in Paragraph 6 are denied.

VII.

The allegations contained in Paragraph 7 of the Petition, including all sub-parts, are denied.

VIII.

The allegations contained in Paragraph 8 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

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IX.

The allegations contained in Paragraph 9 of the Petition are denied for lack of sufficient information to justify a belief therein.

X.

The allegations contained in Paragraph 10 of the Petition are denied.

XI.

The allegations contained in Paragraph 11 of the Petition are denied.

XII.

The allegations contained in Paragraph 12 of the Petition are denied.

XIII.

The allegations contained in Paragraph 13 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XIV.

The allegations contained in Paragraph 14 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XV.

The allegations contained in Paragraph 15 of the Petition are denied.

XVI.

The allegations contained in Paragraph 16 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

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XVII.

The allegations contained in Paragraph 17 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XVIII.

The allegations contained in Paragraph 18 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XIX.

The allegations contained in Paragraph 19 of the Petition are denied for lack of sufficient information to justify a belief therein.

XX.

The allegations contained in Paragraph 20 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXI.

The allegations contained in Paragraph 21 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXII.

The allegations contained in Paragraph 22 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

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XXIII.

The allegations contained in Paragraph 23 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXIV.

The allegations contained in Paragraph 24 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XXV.

The allegations contained in Paragraph 25 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XXVI.

The allegations contained in Paragraph 26 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXVII.

The allegations contained in Paragraph 27 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXVIII.

The allegations contained in Paragraph 28 of the Petition are denied for lack of sufficient information to justify a belief therein.

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XXIX.

The allegations contained in Paragraph 29 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXX.

The allegations contained in Paragraph 30 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXXI.

The allegations contained in Paragraph 31 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXXII.

The allegations contained in Paragraph 32 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXXIII.

The allegations contained in Paragraph 33 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXXIX.

The allegations contained in Paragraph 34 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXXV.

The allegations contained in Paragraph 35 of the Petition are for lack of sufficient information to justify a belief therein.

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XXXVI.

The allegations contained in Paragraph 36 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXXVII.

The allegations contained in Paragraph 37 of the Petition are denied for lack of sufficient information to justify a belief therein.

XXXVIII.

The allegations contained in Paragraph 38 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XXXIX.

The allegations contained in Paragraph 39 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XL.

The allegations contained in Paragraph 40 of the Petition are denied for lack of sufficient information to justify a belief therein.

XLI.

The allegations contained in Paragraph 41 of the Petition are denied for lack of sufficient information to justify a belief therein.

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XLII.

The allegations contained in Paragraph 42 of the Petition are denied for lack of sufficient information to justify a belief therein.

XLIII.

The allegations contained in Paragraph 43 of the Petition are denied for lack of sufficient information to justify a belief therein.

XLIV.

The allegations contained in Paragraph 44 of the Petition, including all sub-parts, are denied for lack of sufficient information to justify a belief therein.

XLV.

The allegations contained in Paragraph 45 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XLVI.

The allegations contained in Paragraph 46 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XLVII.

The allegations contained in Paragraph 47 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XLVIII.

The allegations contained in Paragraph 48 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

XLIX.

The allegations contained in Paragraph 49 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

L.

The allegations contained in Paragraph 50 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LI.

The allegations contained in Paragraph 51 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LII.

The allegations contained in Paragraph 52 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

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LIII.

The allegations contained in Paragraph 53 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LIV.

The allegations contained in Paragraph 54 of the Petition, including all sub-parts, are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LV.

The allegations contained in Paragraph 55 of the Petition are denied for lack of sufficient information to justify a belief therein.

LVI.

The allegations contained in Paragraph 56 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LVII.

The allegations contained in Paragraph 57 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LVIII.

The allegations contained in Paragraph 58 of the Petition are denied for lack of sufficient information to justify a belief therein.

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LIX.

The allegations contained in Paragraph 59 of the Petition are denied for lack of sufficient information to justify a belief therein.

LX.

The allegations contained in Paragraph 60 of the Petition are denied for lack of sufficient information to justify a belief therein.

LXI.

The allegations contained in Paragraph 61 of the Petition are denied for lack of sufficient information to justify a belief therein.

LXII.

The allegations contained in Paragraph 62 of the Petition are denied for lack of sufficient information to justify a belief therein.

LXIII.

The allegations contained in Paragraph 63 of the Petition are denied for lack of sufficient information to justify a belief therein.

LXIV.

The allegations contained in Paragraph 64 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LXV.

The allegations contained in Paragraph 65 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

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LXVI.

The allegations contained in Paragraph 66 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LXVII.

The allegations contained in Paragraph 67 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LXVIII.

The allegations contained in Paragraph 68 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LXIX.

The allegations contained in Paragraph 69 of the Petition are denied to the extent that they are directed against this Defendant. Furthermore, to the extent plaintiffs are attempting to deprive this Defendant of access to a federal forum, those allegations are without legal effect. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

LXX.

The allegations contained in Paragraph 70 of the Petition are denied to the extent that they are directed against this Defendant. Otherwise, the allegations are denied for lack of sufficient information to justify a belief therein.

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LXXI.

The allegations contained in Paragraph 71 of the Petition, including all sub-parts, are denied. It being specifically denied that plaintiffs are entitled to the relief requested or to any relief whatsoever.

LXXII.

Paragraph 72 of the Petition contains a jury demand. Respondent joins in that demand.

AFFIRMATIVE DEFENSES

AND NOW, FURTHER ANSWERING, defendant, Avondale, asserts the following Affirmative Defenses herein:

FIRST DEFENSE

FURTHER ANSWERING, defendant herein affirmatively denies any and all allegations of fault or other bases of liability on the part of Avondale. Defendant herein specifically denies that it is guilty of wrongdoing with respect to the supervision of Michael P. Dandry, Jr. during his alleged employment at Avondale or with regards to the safety precautions taken on his behalf during that employment.

SECOND DEFENSE

FURTHER ANSWERING, in the alternative, Avondale avers that plaintiffs are barred from prosecuting this action because of Michael P. Dandry, Jr.'s knowledge and assumption of the risks and dangers associated with his employment at Avondale.

THIRD DEFENSE

FURTHER ANSWERING, in the alternative, Avondale herein avers that the alleged injuries complained of herein, if any, were caused by the sole and/or concurrent negligence of

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Michael P. Dandry, Jr. in failing to properly care for his own personal protection and safety and/or utilize safety equipment, thus barring any recovery herein.

FOURTH DEFENSE

FURTHER ANSWERING, in the alternative, if the alleged injuries complained of by plaintiffs herein, if any, are found to have been caused by the acts, omissions, commissions, or conditions of Avondale, then the alleged negligence of Michael P. Dandry, Jr. was a contributing cause of those alleged injuries, thus either barring or diminishing plaintiffs' entitlement to recovery.

FIFTH DEFENSE

FURTHER ANSWERING, in the alternative, and in the event that Avondale is found liable, which liability is specifically denied, defendant avers that it is entitled to a set off of all amounts recovered under the Longshore and Harbor Workers' Compensation Act or, alternatively, the Louisiana Workers' Compensation Act, if any, against any judgment which may be rendered arising out of this litigation.

SIXTH DEFENSE

FURTHER ANSWERING, in the alternative, Avondale pleads that plaintiffs have failed to state a cause of action, as plaintiffs' sole remedy for the alleged injuries complained of herein, if any, is provided for exclusively in the Longshore and Harbor Workers' Compensation Act or, alternatively, the Louisiana Workers' Compensation Act, which bars all allegations herein.

SEVENTH DEFENSE

FURTHER ANSWERING, Avondale avers that the alleged injuries complained of by plaintiffs herein, if any, were caused by the acts, omissions, commissions, or conditions which

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were the responsibility of persons other than Avondale and for whom Avondale has no legal responsibility.

EIGHTH DEFENSE

FURTHER ANSWERING, plaintiffs' injuries and/or damages, if any, were the result of an act of God or unavoidable accident.

NINTH DEFENSE

FURTHER ANSWERING, the cause of action stated by plaintiffs has prescribed or been extinguished in some other manner.

TENTH DEFENSE

FURTHER ANSWERING, the cause of action is barred by the doctrine of accord and satisfaction.

ELEVENTH DEFENSE

FURTHER ANSWERING, the cause of action is barred by the doctrine of *Res Judicata*.

TWELFTH DEFENSE

FURTHER ANSWERING, defendant herein affirmatively pleads that in the event plaintiffs settle with and/or otherwise release any manufacturers, distributors, suppliers, and/or vendors of asbestos-containing products to which plaintiffs claim decedent, Michael P. Dandry, Jr., was exposed, then that settlement and/or release extinguishes Avondale's secondary or derivative strict liability to plaintiffs.

THIRTEENTH DEFENSE

FURTHER ANSWERING, Defendant herein affirmatively pleads that in the event plaintiffs settle with and/or otherwise release any solidary obligors without reserving their right to proceed against the remaining solidary obligors, then the debt to plaintiffs are discharged as to any

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remaining solidary obligors pursuant to La. Civil Code Art. 2203 in effect at the time of the alleged acts and omissions which form the basis of this lawsuit.

FOURTEENTH DEFENSE

FURTHER ANSWERING, Defendant affirmatively pleads that in the event plaintiffs settle with and/or otherwise release any persons or entities, whether named as defendants or not, then defendant is entitled to a credit for the virile share of those settling/released persons or entities.

FIFTEENTH DEFENSE

FURTHER ANSWERING, plaintiffs' claims are barred by the government contractor immunity defense established in *Boyle v. United Technologies Corporation*.

SIXTEENTH DEFENSE

FURTHER ANSWERING, plaintiffs' claims against Avondale are barred by the federal defense of derivative sovereign immunity as set forth in *Yearsley v. W.A. Ross Construction Co.*, 309 U.S. 18 (1940), and its progeny.

SEVENTEENTH DEFENSE

FURTHER ANSWERING, Avondale herein affirmatively pleads that should an agreement or contract govern any claims by or against Avondale, then Avondale reserves its right to enforce any and all arbitration clauses or provisions and specifically does not waive the enforcement of any such clauses or provisions.

EIGHTEENTH DEFENSE

FURTHER ANSWERING, Avondale herein affirmatively pleads that should an agreement or contract govern any claims by or against Avondale, then Avondale reserves its right to enforce any and all clauses or provisions and specifically does not waive the enforcement of any such clauses or provisions.

CROSS-CLAIMS AND THIRD PARTY COMPLAINT

1.

Plaintiffs, Erica Dandry Constanza and Monica Dandry Hallner, have filed a Petition for Damages seeking damages for injuries Michael P. Dandry, Jr. allegedly sustained as a result of his alleged asbestos exposure.

2.

Avondale has been named as a defendant by the Plaintiffs in this case.

3.

Avondale denies any and all liability in this case.

4.

Alternatively, while denying any and all liability, Avondale is entitled to virile share contributions from and/or application of comparative fault of the Cross-Claim and Third Party Defendants for any and all amounts for which it may be cast in judgment and virile share credits or set-offs with respect to all Cross-Claim and Third Party Defendants who may settle Plaintiffs' claims.

5.

Named as **Cross-Claim Defendants** are the following:

- A. Eagle, Inc.;
- B. Bayer CropScience, Inc. (successor to Rhone Poulenc AG Company, f/k/a Amchem Products, Inc., f/k/a Benjamin Foster Company);
- C. Foster Wheeler, LLC (f/k/a Foster Wheeler Corporation);
- D. General Electric Company;
- E. Hopeman Brothers, Inc.;
- F. Taylor-Seidenbach, Inc.;

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- G. Paramount Global (f/k/a Westinghouse Electric Corporation);
- H. International Paper Company (f/k/a U.S. Plywood); and
- I. Uniroyal, Inc.

6.

Avondale adopts herein by reference as though set forth *in extenso* all of the Plaintiffs' allegations against the cross-claim defendants as asserted in Plaintiffs' Petition for Damages, insofar as they assert the fault, negligence, strict liability, and other bases of liability against the cross-claim defendants. Avondale further alleges that Plaintiffs' allegations against the cross-claim defendants are equally applicable to the fault, negligence, strict liability, and other bases for liability against the Third Party Defendants and adopts those allegations and asserts them against the Third Party Defendants as though set forth herein *in extenso* and specifically against the Third Party Defendants. This defendant affirmatively disavows any allegations against the Cross-Claim and Third Party Defendants based on intentional tort.

7.

Made **Third Party Defendants** herein are:

- I. Liberty Mutual Insurance Company as insurer of Wayne Manufacturing Co.; and
- II. The Manville Personal Injury Trust, as successor-in-interest to the Johns-Manville Corporation, a trust organized and existing under the laws of the State of New York and administered through the Claims Resolution Management Corporation, a subsidiary of the Manville Personal Injury Settlement Trust, a company organized and existing under the laws of the Commonwealth of Virginia.

8.

Plaintiffs allege Michael P. Dandry, Jr. contracted mesothelioma from exposure to asbestos from several different sources.

9.

Cross-Claim and Third Party Defendants are allegedly all miners, manufacturers, sellers, distributors, suppliers, installers and/or users of asbestos products, or were insurers of miners, manufacturers, sellers, distributors, suppliers, installers and/or users of asbestos products, and were engaged in or materially participated in the business of manufacturing or facilitating the manufacturing of asbestos products, or representing themselves as manufacturers of asbestos products and/or were commercial suppliers and/or professional vendors of asbestos or asbestos-containing products, which were expected to and did reach the workplaces of Michael P. Dandry, Jr., which caused him to be allegedly exposed to them.

10.

The products mined, manufactured, distributed, supplied, sold, and/or used by the Cross-Claim and Third Party Defendants were defective, unreasonably dangerous, and unreasonably dangerous *per se*. Michael P. Dandry, Jr. was an intended and/or foreseeable user exposed to these products. These defects include, without limitation, the following:

- a. the mining, manufacture, sale, supply, distribution and use of products that are unreasonably dangerous or unreasonably dangerous *per se*;
- b. the mining, manufacture, sale, supply, distribution and use of products that possess inherent and known properties that make them unreasonably dangerous by presenting potential for causing serious injury and death to those who would be exposed to them;
- c. lack of warning or of sufficient warning of the hazards these products would present in the course of their normal, foreseeable use or intended use;
- d. lack of safety instruction or of sufficient safety instruction for eliminating or reducing the health risks associated with the intended ultimate use of these products;
- e. failure to inspect these products to assure sufficiency and adequacy of warnings and safety cautions;

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- f. failure to test or adequately test these products for defects or hazards that they could present to the intended or foreseeable users;
- g. failure to truthfully report or adequately report the results of product testing, and medical studies associated with foreseeable hazards of exposure to these products by intended or foreseeable users, bystanders and others;
- h. failure to properly design these products where the nature of the product did not require use of asbestos mineral or where alternate, equally suitable substances were readily available;
- i. defects in the composition and construction of these products;
- j. failure to recall these products mined, manufactured, sold, supplied and distributed;
- k. failure to properly package these products so that they could be safely transported, handled, stored, or disposed; and
- l. over-warranting the safety of these products that were manufactured, sold or supplied by the Cross-Claim and Third Party Defendants.

11.

The negligence, fault, and defective products of Cross-Claims and Third Party Defendants are the proximate cause of plaintiffs' alleged harm, if any.

12.

Cross-Claim and Third Party Defendants are liable for negligence, fault, strict liability, professional vendor liability, and strict products liability in connection with the manufacturing, distributing, design and/or installation of asbestos-containing products which were defective in design and unreasonably dangerous *per se*, and for failure to warn Michael P. Dandry, Jr. concerning asbestos hazards posed by their products.

13.

Wayne Manufacturing Company was a manufacturer, seller, distributor, supplier and/or user of asbestos-containing products and was engaged in or materially participated in the business

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of manufacturing or facilitating the manufacturing of asbestos-containing products and/or was a commercial supplier and/or professional vendor of asbestos-containing products.

14.

Wayne Manufacturing Company manufactured wallboard sold and/or supplied by Hopeman Brothers, Inc. at Avondale, which product was defective, unreasonably dangerous, and unreasonably dangerous *per se*. Wayne Manufacturing is strictly liable and is negligent as set forth above.

15.

At all material times herein, Liberty Mutual Insurance Company was the liability insurer of Wayne Manufacturing Company, which is now defunct. Liberty Mutual is therefore responsible for the liability of Wayne Manufacturing Company. Defendant hereby asserts a direct action under La. R.S. 22:1269 against Liberty Mutual Insurance Company for the liability of Wayne Manufacturing Company.

16.

Johns-Manville manufactured asbestos-containing Marinite board, which was used by Wayne Manufacturing in its manufacture of the wall board sold and installed by Hopemen Brothers at Avondale, as well as asbestos-containing pipe insulation, asbestos-containing mud, asbestos-containing insulation block, asbestos-containing cloth and other asbestos insulation materials to which Michael P. Dandry, Jr. allegedly was exposed. Johns-Manville is liable for negligence, fault, strict products liability and strict liability in connection with the manufacturing, distributing and design of asbestos-containing products which were defective in design, unreasonably dangerous *per se*, and for failure to warn Michael P. Dandry, Jr. concerning asbestos hazards posed by its products.

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17.

Johns-Manville was aware or should have been aware of the dangers presented by exposure to its asbestos products and manufacturing premises and that Michael P. Dandry, Jr. could be injured as result of this exposure but negligently failed to institute protective measures and to warn Michael P. Dandry, Jr. of the potential dangers to his health from exposure to asbestos and was negligent in allowing Michael P. Dandry, Jr. to be exposed to unsafe levels of asbestos, which exposures caused or contributed to Michael P. Dandry, Jr.'s alleged injuries, including his alleged mesothelioma.

18.

As a manufacturer of asbestos products, Johns-Manville knew or should have known that exposing Michael P. Dandry, Jr., and those similarly situated, to asbestos would cause injury, and despite that knowledge, Johns-Manville did not provide proper instructions and/or warnings, for which Johns-Manville is liable pursuant to Louisiana Civil Code article 2315.

19.

In addition to exposures to asbestos from Johns-Manville products used at worksites of Michael P. Dandry, Jr., he was exposed to asbestos from asbestos-containing scrap material generated by the Johns-Manville manufacturing facility in Marrero, Louisiana (and earlier in its Gretna, Louisiana facility), as well as from asbestos generated and released from the Johns-Manville manufacturing facility into the atmosphere of Michael P. Dandry, Jr.'s neighborhood, where he regularly and frequently breathed substantial amounts of asbestos as a result of such operations. The asbestos scrap material was delivered on or near properties where Michael P. Dandry, Jr. resided or spent time, resulting in substantial exposures to Michael P. Dandry, Jr., which were the sole and exclusive proximate cause of the damages alleged by him in this lawsuit.

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20.

Johns-Manville used raw asbestos at its Marrero facility, including crocidolite, and manufactured asbestos-containing transite pipe and other asbestos-containing materials and products to which Michael P. Dandry, Jr. was exposed. Johns Manville is liable for negligence, fault, strict products liability and strict liability in connection with the manufacture, sale and distribution of asbestos-containing products and waste material from its manufacturing processes at its Marrero facility, which products and material were defective in design and unreasonably dangerous *per se*, and for failure to warn Michael P. Dandry, Jr. concerning the hazards posed by its asbestos products and waste materials.

21.

As a manufacturer of asbestos products, Johns-Manville knew or should have known that exposing Michael P. Dandry, Jr., and those similarly situated, to asbestos would cause injury, and despite that knowledge, Johns-Manville did not provide proper instructions and/or warnings, for which Johns-Manville is liable pursuant to Louisiana Civil Code article 2315.

22.

The Manville Personal Injury Settlement Trust has succeeded to the liabilities of Johns-Manville Corporation, and is the entity subject to claims for contribution or for establishing credits or offsets with respect to the asbestos-related liabilities of Johns-Manville asserted herein. Insofar as Louisiana virile share liability law applies to the claims in this case, then Johns-Manville, by and through its respective trust, is brought into this action for the purpose of having its fault allocated in accordance with same. This third-party claim is being asserted against the Trust in accordance with the Trust Distribution Process (“TDP”) for the sole purpose of listing the Trust on a verdict form or otherwise as necessary to ensure that any verdict reduction in respect of the

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Manville (or Trust) liability share is made pursuant to applicable law. Avondale disclaims any claim for relief beyond that which is provided in the TDP. Further, out of an abundance of caution and insofar as it may be required, Avondale waives any requirement of that the Manville Personal Injury Settlement Trust appear, answer, be subject to discovery as a party, or be subject to default or other trial court process or procedure; and Avondale stipulates that it will not move for a continuance of trial on grounds that the Manville Personal Injury Settlement Trust was not required to appear and answer.

JURY DEMAND

Avondale demands a trial by jury on all facts and issues in this case, including all cross-claims and third party claims.

WHEREFORE, Huntington Ingalls Incorporated (f/k/a Northrop Grumman Shipbuilding, Inc., f/k/a Northrop Grumman Ship Systems, Inc., f/k/a Avondale Industries, Inc., f/k/a Avondale Shipyards, Inc., f/k/a Avondale Marine Ways, Inc.) prays that its Answer, Affirmative Defenses, Cross-Claims, Third Party Complaint, and Jury Demand be duly served, and that after due proceedings are had that there be judgment herein in favor of Avondale and against Plaintiffs, dismissing Plaintiffs' claims, with prejudice and at Plaintiffs' cost, and in the alternative, Avondale further prays that should it be found at fault and liable to the Plaintiffs, which is denied, that there be further judgment over and against cross-claim and third party defendants for virile share contributions from all cross-claim and third party defendants for any and all amounts owed to Plaintiffs, and for virile share credits or offsets with respect to all entities with whom Plaintiffs have settled or may settle, for all costs of these proceedings, and for all other equitable and legal relief as the nature of the case may permit and as the law may allow.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

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Respectfully submitted,

/s/ Kimmier L. Paul

Brian C. Bossier (#16818) **T.A.**
Edwin A. Ellinghausen, III (#1347)
Christopher T. Grace, III (#26901)
Erin H. Boyd (#20121)
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avondaleasbestos@bluewilliams.com
***Counsel for Huntington Ingalls
Incorporated***

Exhibit B-3

Sample Hoffman Claimants Complaint

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2024-10935

SECTION 10

DIVISION

CIVIL
DISTRICT COURT

2024 NOV 30 PM 2:07

FILED

ANTHONY J. DITCHARO

VERSUS

UNION PACIFIC RAILROAD COMPANY, ET AL

FILED: _____

DEPUTY CLERK

PETITION FOR DAMAGES

TO THE HONORABLE CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS,
STATE OF LOUISIANA, AND THE JUDGES THEREOF:

1. Made Petitioner herein is:

ANTHONY J. DITCHARO, an adult resident of the State of Louisiana who resides in
Bossier Parish.

2. Made Defendants herein are:

A. EMPLOYER/PREMISE OWNERS

1. **HUNTINGTON INGALLS, INCORPORATED**
(f/k/a Northrup Grumman Shipbuilding, Inc., f/k/a Northrup Grumman Ship Systems, Inc., f/k/a Avondale Industries, Inc., f/k/a Avondale Shipyards, Inc., f/k/a Avondale Marine Ways, Inc.)
This defendant is being sued for negligence/employer liability/premise/strict liability.
2. **ENTERGY LOUISIANA, LLC**
This defendant is being sued for negligence/premise/strict liability.
3. **UNION PACIFIC RAILROAD COMPANY**
(f/k/a Southern Pacific Transportation Company)
This defendant is being sued for negligence/employer/premise/strict liability/FELA
4. **WYETH HOLDINGS, LLC**
(f/k/a Wyeth Holdings Corporation. Individually and as successor in interest to American Cyanamid Company)
This defendant is being sued for negligence/premise/strict liability.
5. **PHARMACIA, LLC**
(f/k/a Pharmacia Corporation, f/k/a Monsanto Company, f/k/a Monsanto Chemical Company)
This defendant is being sued for negligence/premise/strict liability.
6. **GENUINE PARTS COMPANY (Individually and d/b/a "NAPA" Branded products)**
This defendant is being sued for negligence/employer/premise/strict liability.

B. SUPPLIER/MANUFACTURER/SELLER/CONTRACTOR DEFENDANTS

7. **ANCO INSULATIONS, INC.**
This Defendant is being sued as a seller/manufacturer/supplier/contractor defendant.
8. **HOPEMAN BROTHERS, INC.**
This Defendant is being sued as a seller/supplier/manufacturer/contractor defendant.
9. **LIBERTY MUTUAL INSURANCE COMPANY
(Individually and as insurer of Wayne Manufacturing)**
This Defendant is being sued as a seller/supplier/manufacturer/contractor defendant.
10. **INTERNATIONAL PAPER COMPANY
(Individually and as successor by merger to Champion International Corporation and U.S. Plywood)**
This defendant is being sued as a seller/supplier/product/manufacturer defendant.
11. **PARAMOUNT GLOBAL (f/k/a Westinghouse Electric Corporation)**
This defendant is being sued as seller/supplier/product/manufacturer defendant.
12. **3M COMPANY**
This Defendant is being sued as a seller/manufacturer/supplier defendant.
13. **EAGLE, INC.
(f/k/a Eagle Asbestos & Packing Co., Inc., f/k/a Eagle Packing & Equipment Co., Inc.)**
This Defendant is being sued as a seller/manufacturer/supplier/contractor defendant.
14. **BAYER CROPSCIENCE, INC.
(successor to Rhone Poulenc AG Company, f/k/a Amchem Products, Inc., f/k/a Benjamin Foster Company)**
This Defendant is being sued as a seller/manufacturer/supplier/contractor defendant.
15. **CORBESCO, INC.**
This Defendant is sued as a seller/supplier/product/manufacturer/contractor defendant.
16. **FOSTER WHEELER ENERGY CORPORATION**
This Defendant is being sued as a seller/supplier/product/manufacturer defendant.
17. **GENERAL ELECTRIC COMPANY**
This defendant is being sued as seller/supplier/product/manufacturer defendant.
18. **SENTRY INSURANCE COMPANY
(as insurer for Reilly-Benton Company)**
This defendant is being sued as a seller/supplier/product/manufacturer/contractor defendant
19. **TAYLOR-SEIDENBACH, INC.**
A corporation duly organized, created, and existing under and by virtue of the laws of the state of Louisiana, with its principal place of business in New Orleans, Louisiana. This Defendant being sued as a seller/supplier/contractor defendant;

20. **RILEY POWER, INC.**
(f/k/a Babcock Borsig Power, Inc., f/k/a D.B. Riley, Inc., f/k/a Riley Stoker Corporation)
This Defendant is being sued as a seller/supplier/product/manufacture defendant.
21. **UNION CARBIDE CORPORATION**
This defendant is being sued as seller/supplier/product/manufacture defendant.
22. **GOULD PUMPS (IPG), INC.**
This Defendant is sued as a seller/supplier/product/manufacture defendant.
23. **ZURN INDUSTRIES, INC.** (a/k/a and successor-by-merger to Erie City Iron Works and d/b/a "Keystone" branded products)
This defendant is being sued as seller/supplier/product/manufacture defendant.
24. **METROPOLITAN LIFE INSURANCE COMPANY**
This Defendant is sued as a seller/supplier/product/manufacture defendant.
25. **REDCO CORPORATION (f/k/a Crane Co.)**
This defendant is being sued as seller/supplier/product/manufacture defendant.
26. **BURMASTER LAND AND DEVELOPMENT COMPANY, LLC (f/k/a Burmaster Land & Development Company, Inc.)**
This defendant is being sued as a seller/supplier/contractor defendant.
27. **HONEYWELL INTERNATIONAL, INC. (individually and as successor in interest to Allied-Signal, Inc. and The Bendix Corporation)**
This defendant is being sued for negligence/
supplier/product/manufacture

3. Anthony Ditcharo was diagnosed with asbestos-caused mesothelioma on or about August of 2022, which was caused by and a consequence of his exposures to asbestos as set forth herein. As a direct and proximate result of the delictual conduct of the defendants, Plaintiff, Anthony Ditcharo has recently contracted asbestos-caused mesothelioma and has suffered physically, financially, mentally, and emotionally.

4. Orleans Parish is a proper venue for this matter pursuant to La. Stat. Ann. §22:1269B(1) because events, accident or injury occurred or in Orleans Parish. Orleans Parish is a proper venue for this matter pursuant to La. C. Civ. Proc. Art. 74 because Orleans Parish is where wrongful conduct occurred or where the damages were sustained. Additionally, Orleans Parish is a proper venue for this matter pursuant to Louisiana Code of Civil Procedure Article 42 and 74 because the Defendants Taylor-Seidenbach, Inc. and Eagle, Inc. are domestic corporations licensed to do business in this State and have designated their primary business office and/or primary place of

business in Louisiana as Orleans Parish, and because the exposure of Plaintiff originated in Orleans Parish.

5. Plaintiff is entitled to maintain this action under the terms and provisions of the Federal Employers' Liability Act ("FELA"), under the Federal Boiler Inspection Act, and under the laws of the United States, and the State of Louisiana. This Court may exercise subject matter jurisdiction over this claim and there is no basis for removal of this case to federal court.

6. The Defendants Eagle, Inc. and Taylor-Seidenbach, Inc., are domestic corporations with their registered offices located in Orleans Parish. Plaintiff was exposed to products, distributed and installed by the above-referenced defendant at the work sites listed below. Plaintiff specifically alleges that these products, in combination with other asbestos-containing products, caused his asbestos-related injuries. The actions or inactions of each of the defendants are a proximate cause of Plaintiff's injuries, and, as a result all defendants are jointly and solidarily liable for the damages caused. Each of the defendant contributed with Eagle, Inc. and Taylor-Seidenbach, Inc. to Plaintiff's exposures and each of the defendants is liable in solido to Plaintiff. Thus, venue proper for these defendants is proper for all defendants pursuant to Louisiana code of Civil Procedure articles 42 and 73.

7. The damages sought by the Plaintiff, exclusive of interest and costs, exceed the minimum jurisdictional limits of the court.

8. Plaintiff Anthony Ditcharo was occupationally exposed to injurious levels of asbestos from approximately 1968 through 1979 while employed at the following sites, including, but not limited to the following:

- In the early – mid 1970s employed by Brown & Root as a rigger/pipefitter/laborer at Monsanto in Luling, LA; American Cyanamid in Waggaman, LA; and at Nine Mile Powerhouse in Westwego, LA;
- In approximately 1971 – 1972 as an employee of Genuine Auto Parts;
- At Avondale shipyards in approximately 1973 – 1974 while employed as an insulator/painter;
- In approximately 1975 an operator/laborer at Johns-Manville in Marrero;
- In approximately 1976-1979 as a clerk/yardman for Union Pacific Railroad;

While the Plaintiff used, handled, and/or was in the vicinity of others using or handling asbestos or asbestos containing products at these sites, dangerously high levels of asbestos fibers escaped into the ambient air of the workplace, resulting in Mr. Ditcharo breathing those fibers.

9. In addition to his occupational exposures to asbestos, Mr. Ditcharo worked as a shade tree mechanic and performed brake jobs, changed clutches and gaskets, and performed other general mechanic work for his own vehicles, and family and friends' vehicles, resulting in his exposure to injurious levels of asbestos exposure. Mr. Ditcharo purchased these asbestos containing products at automotive stores in the New Orleans area, including Genuine Auto Parts.

10. In connection with the Plaintiff's work at the sites identified above, from approximately 1968 through 1979, the Plaintiff suffered exposures to asbestos and asbestos-containing products designed, manufactured, sold, supplied, used and/or maintained at these sites by the Defendants.

11. Before and during Anthony Ditcharo's exposure periods, each of the defendants designed, tested, evaluated, manufactured, packaged, furnished, stored, handled, transported, installed, used, supplied and/or sold asbestos-containing products for use at, including but not limited to, each of the facilities listed above from which the Plaintiff was exposed to asbestos-containing products, materials, insulation, and products that contained fibrous, incombustible, chemical-resistant mineral substances commonly called "asbestos".

12. When inhaled or otherwise ingested, asbestos causes irreparable and progressive lung damage that can manifest itself as asbestos-related pleural disease, asbestosis, lung cancer, mesothelioma, pulmonary and bronchogenic carcinoma, gastrointestinal cancer, cardiac problems, other lung diseases, pneumoconiosis, and various other injuries.

13. Each of the defendants knew or should have known through industry and medical studies, the existence of which was unknown to the Plaintiff of the health hazards inherent in the asbestos-containing products they were selling and/or using. Instead of warning the Plaintiff, and the general public about these dangers, the defendants ignored or concealed such information, or condoned such concealment, in order to sell or use asbestos or asbestos-containing products to avoid litigation by those who were injured from asbestos inhalation.

14. As a direct and proximate result of having inhaled, ingested, or otherwise been exposed to asbestos as described above, Anthony Ditcharo contracted asbestos-caused mesothelioma. Mr. Ditcharo was diagnosed with mesothelioma on or about August 2022. The cause of Mr. Ditcharo's mesothelioma was his asbestos exposures.

15. Because of the latency period between exposures to asbestos and the onset of cancer, and because of the concealment by some defendants of the causes and effects of exposures to asbestos, the Plaintiff did not know nor could he have reasonably known that his injuries were caused by his asbestos exposures until recently, which occurred less than one year prior to the filing of the instant Petition for Damages. Further, Plaintiff only recently discovered his injuries, not more than one year preceding the filing of this Original Petition for Damages.

16. In connection with his own work at the aforementioned job sites, the Plaintiff was exposed to and inhaled or otherwise ingested significant quantities of asbestos, having neither knowledge or reason to believe that asbestos was dangerous.

GENERAL NEGLIGENCE ALLEGATIONS

17. On information and belief, all of the Defendants identified above were responsible to provide Plaintiff with warnings concerning hazardous conditions at their sites and/or their use of hazardous materials, and generally to provide Plaintiff with safe premises in order to protect life health, safety, and welfare of Plaintiff, and had the following responsibilities:

A. Inspection, approval, and supervision of these various premises for hazards and vices that may present a hazard to Plaintiff;

B. To see that proper safety rules were adopted, promulgated, and enforced concerning the use and handling of hazardous materials that may present harm to people on the premises;

C. To see that workers performed their duties pertaining to their work in a proper, safe and workmanlike manner so as not to present an unreasonable risk of harm to the workers, as well as Plaintiff;

D. To see that the Defendants and their employees used safe and sound principles and practices in their work involving the use and storage of hazardous materials;

E. To make health and hygiene decisions on any and all questions regarding the use of respiratory protection devices involving the use and storage of hazardous materials;

F. To keep abreast of state-of-the-art-knowledge, as it pertains to the dangers of asbestos inhalation, involving the use and storage of hazardous materials;

G. To provide adequate warnings, safety equipment, ventilation, and breathing apparatus, where such was unnecessary, in order to prevent Plaintiff from being harmed by exposure to asbestos in the environment in which he was requires to be present;

H. To make certain that Plaintiff was provided safe environment, free from excess asbestos dust inhalation and operations free from excess asbestos dust;

I. To comply with applicable state and federal regulations regulating exposure to asbestos, including but not limited to, those regulations regulating exposure to asbestos, including but not limited to, those regulations promulgated by the U.S. Department of Labor pursuant to the Walsh/Healy Act and Occupational Safety and Health Act.

18. Not only did defendants have the duties and responsibilities set forth in the foregoing paragraph, but they did actually undertake on an operational basis to perform said duties and fulfill said responsibilities, and they negligently failed to carry out those undertakings and assumed duties in the manner asserted in the paragraph below, and on information and belief, Defendants knew of the dust laden atmosphere in which Plaintiff were required to enter, and work, which was damaging and dangerous to Plaintiff, and each knew or should have known of the dangers to Plaintiff's health posed by working in an atmosphere polluted with asbestos dust without proper protection or warnings. Plaintiff alleges that these defendants knew or should have known that the mesothelioma sustained by Plaintiff could have been avoided by the use of adequate ventilation, warnings, packaging and safety equipment.

19. On information and belief, Defendants negligently failed in the performance of their responsibilities and/or actual undertakings to provide Plaintiff with safe premises and operations in the following particulars:

A. Failing to properly ventilate the area in which Plaintiff were required to enter in connection with his work;

B. Failing to warn or provide proper safety appliances, including but not limited to respirators, air-fed hoods, etc. for Plaintiff's use;

C. Failure to institute safety procedures and plans for the adequate protection of Plaintiff;

D. Failing to warn Plaintiff of the dangers posed by the polluted atmosphere in which he were required to work including, but not limited to the risk of asbestosis, pleural disease, lung cancer, lung cancer, mesothelioma, other cancers, and the carcinogenic effect of the risk of lung cancer/mesothelioma caused by asbestos exposure to persons with pre-existing smoking habits from the handling and use of asbestos;

E. Failing to enforce applicable safety rules after such rules were actually adopted;

F. Failing to keep abreast of the scientific and engineering knowledge regarding the dangers of, and protection against, the occupational exposure to asbestos;

G. Failing to properly supervise operations;

H. Commencing and continuation of operations which were under their control and supervision when they knew or should have known that such operations cause Plaintiff to be exposed to asbestos dust, without protections;

I. Failing to abide by applicable state and federal regulations regulating the premises' exposure to asbestos, including but not limited to, those regulations promulgated by the U. S. Department of Labor, pursuant to the Walsh/Healy Act and the Occupational Safety and Health Act;

J. Failing to measure the levels of asbestos dust in the premises working environment.

20. The negligence of these defendants was a substantial factor and contributed in causing damages to Plaintiff.

FELA & BOILER INSPECTION ACT CLAIMS
AS TO UNION PACIFIC CORPORATION

21. Plaintiff is entitled to maintain this action under the terms and provisions of the Federal Employers' Liability Act ("FELA"), under the Federal Boiler Inspection Act, and under the laws of the United States, and the State of Louisiana. This Court may exercise subject matter jurisdiction over this claim and there is no basis for removal of this case to federal court.

22. Plaintiff was employed by Union Pacific Railroad Company beginning in approximately 1976 as a yardman and clerk at Avondale Louisiana and West Bank Tower. While employed by Union Pacific Railroad Company, Plaintiff worked with and in the vicinity of others working with asbestos brake pads, machinery, steam insulation, asbestos containing cargo including but not limited to bags of raw asbestos fibers, asbestos block, asbestos pipe insulation, and asbestos gaskets. As a result, plaintiff was exposed to asbestos and subsequently developed mesothelioma.

23. At all times material herein, all or part of Plaintiff's duties as an employee of Union Pacific Railroad Company were in furtherance of interstate commerce of in work directly, closely, and substantially affecting interstate commerce as defined. The Federal Employer's Liability Act grants this Court jurisdiction over this action.

24. Plaintiff's injuries are due in whole or in part to the negligence of Union Pacific Railroad Company and associated agents, servants employees, from failure to provide a reasonably safe work place, failure to warn, failure to provide protective apparel, equipment, showers, clothing,

respirators, failure to utilize reasonable safety measures including but not limited to warnings, identification, ventilation, concealment and segregation from carcinogenic materials such as asbestos.

25. During the course and scope of his employment with Union Pacific Railroad Company, Plaintiff was engaged in interstate commerce as a common carrier by rail, and a all or part of the duties of the Plaintiff were in furtherance of and did closely, directly, and substantially affect interstate commerce, therefore the rights and liabilities are governed by the Federal Employer's Liability Act which grants this Court jurisdiction over this action. During the course and scope of his employment Plaintiff was engaged with railroad defendant, where he was required and caused to work with, and in the vicinity of others working with asbestos, which Plaintiff breathed.

26. The Railroad defendant is guilty of the following acts or omissions, in violation of the Federal Employer's Liability Act, which contributed to and caused Plaintiff's mesothelioma:

- a. Failing to provide a safe work place;
- b. Failing to test and determine the hazardous nature of the products and requiring employees to work with same;
- c. Failing to formulate and use a method of handling asbestos and asbestos products ad thus exposing plaintiff to high concentrations of toxic dust;
- d. Failing to exercise reasonable care in publishing and enforcing a safety plan and method of handling hazardous products;
- e. Failing to provide employees with adequate protective clothing, mask, tools, equipment, and ventilation;
- f. Failing to properly supervise, train, educate, and monitor employees working with and around hazardous materials such as asbestos;
- g. Failing to provide a reasonably safe and suitable workplace free from toxic fumes and asbestos dust;
- h. Failing to inspect warehouses and rail cars to ascertain any contamination by toxic dust and fibers.

27. As a direct and proximate result, in whole or in part, of one or more of the above or below negligent acts or omissions on the part of the Railroad defendant, plaintiff suffered exposures to asbestos which resulted in his mesothelioma.

28. The Federal Employers Liability Act (FELA), codified at 45 U.S.C.S. § 51-60, governs the right of railroad employees injured, sickened or killed in the course of their employment through an employer's negligence to sue the employer for damages. 45 U.S.C. § 51 (2006). By assertion of Congress, FELA claims are not removable. 28 U.S.C. § 1445(a) (prohibiting removal of any civil action based on 45 U.S.C. §§ 51-60); *Burnett v. N.Y. Cent. R.R. Co.*, 380 U.S. 424, 434 (1965) ("Congress, in . . . prohibiting removal of FELA cases to federal courts, has sought to protect the plaintiff's right to bring an FELA action in a state court."); *LaDuke v. Burlington Northern R. Co.*, 879 F.2d 1556, 1561 & n.9 (7th Cir. 1989); *Gamble v. Central of Ga. Ry. Co.*, 486 F.2d 781 (5th Cir. 1973)(noting that "Congress has unequivocally declared that in FELA suits filed in state courts, the federal courts are without jurisdiction to proceed in the matter until the cause has run its course at the state level." *Id.* at 785 (overruled on other grounds).

**NEGLIGENCE AND STRICT LIABILITY AGAINST
MANUFACTURER/SELLER/SUPPLIER/CONTRACTOR DEFENDANTS**

29. The Defendants identified above as manufacturers, sellers, contractors and/or suppliers of asbestos products were engaged in or materially participated in the business of manufacturing, or assisted in the manufacturing, or facilitating the manufacturing of asbestos products, or representing themselves as manufacturers of asbestos products, or are professional vendors of asbestos or asbestos-containing products, or as a contractor, which were expected to and did reach the Plaintiff's job site(s) where he was exposed to them.

30. The products manufactured, distributed, supplied, sold and/or used by these defendants were defective, and unreasonably dangerous per se to Petitioner who was an intended and foreseeable user and bystander that was exposed to these products. These defects include, without limitation, the following:

- A. the manufacture, sale, supply and use of products that are unreasonably dangerous, or unreasonably dangerous per se;
- B. manufacture, sale, supply and use of products that possess inherent and known properties that make them unreasonably dangerous by presenting high potential for causing serious injury, such as respiratory disease, cancer, and other health problems to those who would be foreseeably exposed to them in the Plaintiff;
- C. lack of warning or of sufficient warning of the hazards these products would present in the course of their normal foreseeable use or intended use;

- D. lack of safety instructions or of sufficient safety instructions for eliminating or reducing the health risks associated with the intended use of these products;
- E. failure of defendants to inspect these products to assure sufficiency and adequacy of warnings and safety cautions;
- F. failure to test or adequately test these products for defects or hazards that they could present to the intended or foreseeable users;
- G. failure to truthfully report or adequately report the results of product testing, and medical studies associated with foreseeable hazards of these products by intended or foreseeable users;
- H. failure to properly design these products where the nature of the product did not require use of asbestos mineral or where alternate, equally suitable substances were readily available;
- I. defects in the composition and construction of these products;
- J. failure to recall these products manufactured, sold and supplied;
- K. failure to properly package these products so that they could be safely transported, handled, stored or disposed of;
- L. over-warranting the safety of these products;
- M. are liable to Plaintiff in strict liability for things in their guard, possession, custody or control, pursuant to article 2317 of the Louisiana Civil Code that have caused harm to Plaintiff.

31. The defective conditions of defendants' products and fault, as noted above, are a cause of Plaintiff's injuries and damages complained of herein.

32. Plaintiff also alleges that each and every one of the foregoing defendants were also negligent in engaging in the substandard conduct enumerated above and that this negligence was also a proximate cause of Plaintiff's injuries.

**STRICT LIABILITY AND NEGLIGENCE OF CERTAIN
EMPLOYER/PREMISE DEFENDANTS**

33. Pursuant to La. Civil Code Article 2317, Plaintiff alleges a claim for strict liability and negligence against certain Employer/Premise Defendants: Plaintiff alleges strict premise liability against these Defendants for failing to provide Plaintiff with a safe place in which to work free from hazards of asbestos, which failure was a proximate cause of the Plaintiff's injuries.

34. The premises within which the Plaintiff worked and was exposed to asbestos, were owned by and in the custody of these certain Employer/Premise Defendants and were unreasonably dangerous due to presence and use of asbestos and asbestos-containing products with little or no precautions taken to minimize the risk of exposure and absolutely no warning of that risk. This unreasonably dangerous condition was a direct and proximate cause of the Plaintiff's injuries set forth herein.

35. These employer/premise Defendants negligently, recklessly, willfully and/or because of gross and wanton negligence, fault, or strict liability, failed to properly discharge its duties to the Plaintiff in the following particulars.

- A. Failure to provide Plaintiff with a safe place to work;
 - B. Failure to provide the Plaintiff with adequate engineering or industrial hygiene measures to control the level of exposures to asbestos, including but not limited to local exhaust, general ventilation, respiratory protection, segregation of work involving asbestos, use of wet methods to reduce the release of asbestos into the ambient air, medical monitoring air monitoring, and procedures to prevent the Plaintiff from being exposed to and breathing asbestos; and
 - C. Failure to inform or warn the Plaintiff of the hazards of asbestos exposure.
- These specific acts of fault were a substantial contributing factor of the Plaintiff's injuries.

STRICT LIABILITY AND NEGLIGENCE OF PREMISE OWNERS

36. The Premise Defendants identified above, are liable for Plaintiff's injuries caused by their fault, in the form of strict liability and/or negligence as detailed herein, and in failing to provide Plaintiff with a safe place to work free from the dangers of respirable asbestos-containing dust.

37. The defendants are liable to the Plaintiff for the damages described in this Petition for the damages described in this Petition for the following acts of negligence while Plaintiff was working within their respective work sites:

- A. Failing to provide respiratory protection to the Plaintiff;
- B. Failing to provide safety equipment to Plaintiff;
- C. Failure to provide general ventilation in Plaintiff's work areas;
- D. Failing to provide local exhaust in Plaintiff's work areas;
- E. Failing to provide air free from airborne asbestos fibers in Plaintiff's areas;

- F. Failing to provide Plaintiff with proper medical monitoring;
- G. Failing to educate Plaintiff of the hazards of asbestos;
- H. Failing to post warning or caution signs regarding the hazards of asbestos;
- I. Failing to implement wet methods to control the level of airborne asbestos fibers in Plaintiff's work areas;
- J. Failing to implement the use of asbestos-free materials; and
- K. Inducing Plaintiff to work in areas polluted with respirable asbestos fibers.

38. As a direct result of the aforementioned acts, Plaintiff inhaled and otherwise ingested asbestos fibers from the asbestos and asbestos-containing products present within his work sites listed above, and as a direct result, Plaintiff suffered injuries complained herein.

39. During the course of the Plaintiff work, Plaintiff was exposed to asbestos and/or asbestos containing products, which were in the care, control and custody of these defendants. Because of the extreme hazard it poses to humans, asbestos constitutes a defect or vice in the products to which Plaintiff was exposed, which defect or vice was a cause in fact of Plaintiff's injuries described herein. Accordingly, these defendants are strictly liable to Petitioner in accordance with Louisiana Civil Code article 2315 and 2317.

40. During the course of the Plaintiff work, Plaintiff was exposed to asbestos released from these premises, which release was a cause in fact of Plaintiff's injuries described herein. Accordingly, these defendants are strictly liable to Plaintiff in accordance with, but not limited to, Louisiana Civil Code article 2315, former Louisiana Civil Code articles 660 and 669, and *Langlois v. Allied Chemical Corp*, 249 So.2d 133 (La. 1971).

41. The premises owner defendants knew or should have known that asbestos posed a hazard to humans and that there were specific engineering and industrial hygiene controls that could help reduce the levels of airborne asbestos fibers, nonetheless failed or suppressed, through silence, neglect or inaction, the truth regarding asbestos to Plaintiff so as to obtain an unjust advantage for themselves over and at expense of Plaintiff or to cause loss or inconvenience to Plaintiff. This action or inaction by the defendants was a direct and proximate cause of the damages described herein.

INSURANCE COVERAGE

42. Plaintiff avers that Sentry Insurance Company issued policies of insurance to Reilly-Benton Company that provided coverage for the causes of action asserted by plaintiff. Plaintiff

avers that Liberty Mutual Insurance Company issued policies of insurance to Wayne Manufacturing that provided coverage for the causes of action asserted by plaintiff.

43. As such, Sentry Insurance Company and Liberty Mutual Insurance Company, are liable for the damages alleged in this Petition individually, jointly and *in solido*.

**CONSPIRACY ALLEGATIONS AGAINST
METROPOLITAN LIFE INSURANCE COMPANY**

44. METROPOLITAN LIFE INSURANCE COMPANY ("MetLife"), is a foreign insurance company domiciled in New York, and licensed to do or doing business in the State of Louisiana, and subject to jurisdiction in this Honorable Court, which may be served through its agent for service of process: Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809, which knowingly agreed, contrived, combined, confederated and conspired with other entities, including Johns-Manville, to cause Plaintiff's injury, disease and illness by exposing Plaintiff to harmful and dangerous asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products, which directly expose worker like Plaintiff, which contaminate the clothing of the worker, which subsequently expose the innocent at off site locations. Defendant and other entities further knowingly agreed, contrived, combined, confederated and conspired to deprive Plaintiff and fellow Johns-Manville workers of the opportunity of informed free choice as to whether to use said asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products or to expose him/her to said dangers. In this connection, Plaintiff has sued MetLife in its capacity as a co-conspirator with asbestos companies to suppress and distort information provided to workers, doctors and the scientific community about the hazards of asbestos. Defendant committed the above-described wrongs by willfully misrepresenting and suppressing the truth as to the risks and dangers associated with the use of and exposure to Defendant's and/or co-conspirators asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.

45. In furtherance of said conspiracy, Defendant MetLife, performed the following overt acts:

A. For many decades, Defendant MetLife, individually, jointly, and in solido, in conspiracy with other entities, has been in possession of medical and scientific data, literature and test reports that clearly indicated that the inhalation of asbestos dust and fibers resulting

from the ordinary and foreseeable use of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic and potentially deadly;

B. Despite the medical and scientific data, literature and test reports possessed by and available to Defendant MetLife individually, jointly, and in solido, in conspiracy with other entities, fraudulently, willfully and maliciously:

(1) Withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, cancer, mesothelioma and other illnesses and diseases from Plaintiff and workers who were using and being exposed to Defendants' asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products;

(2) Caused to be released, published and disseminated medical and scientific data, literature and test reports containing information and statements regarding the risks of asbestosis, cancer, mesothelioma and other illnesses and diseases, which Defendant knew were incorrect, incomplete, outdated and misleading; and

(3) Distorted the results of medical examinations conducted upon Plaintiff and/or Johns-Manville workers (or persons in the surrounding neighborhood to a JM plant) such as Plaintiff, who were using asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and being exposed to the inhalation of asbestos dust and fibers by falsely stating and/or concealing the nature and extent of the harm to which Plaintiff and workers/persons such as Plaintiff, have suffered.

C. In addition, MetLife contrived, combined, confederated and conspired through a series of industry trade meetings and the creation of organizations such as the Air Hygiene Foundation (later the Industrial Hygiene Foundation) to establish authoritative standards for the control of industrial dusts which would act as a defense in personal injury lawsuits, despite knowing that compliance with such standards would not protect workers/persons such as Plaintiff from contracting an asbestos disease or cancer.

D. In furtherance of said conspiracies, MetLife and/or its co-conspirators

contributed to cause the establishment of a Threshold Limit Value for asbestos exposure, and contributed to the maintenance of such Threshold Limit Value despite evidence that this supposed "safe" level of exposure to asbestos would not protect the health of workers/persons such as Plaintiff even if complied with.

E. As the direct and proximate result of the false and fraudulent representations, omissions and concealments set forth above, MetLife, individually, jointly, in solido, and in conspiracy with others, intended to induce the Plaintiff and/or workers to rely upon said false and fraudulent representations, omissions and concealments, to continue to be exposed to the dangers inherent in the use of and exposure to asbestos-containing products, and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and/or products which caused the release of respirable asbestos fibers.

46. MetLife individually, and as members of a conspiracy, and as agents of other co-conspirators was in a position of superior knowledge regarding the health hazards of asbestos and therefore the Plaintiff and others deciding to use said asbestos-containing products (or reside in close proximity to a co-conspirator's facility or otherwise breathe asbestos dust attributable to a co-conspirator) to which Plaintiff was exposed had a right to rely and did rely on the published reports commissioned by the Defendant regarding the health hazards of asbestos and the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.

47. As a direct and proximate result of Defendant's intentional publication of deceptive and misleading medical data and information, as described in the preceding paragraphs, upon which data the Plaintiff (or index worker) reasonably relied, the Defendant caused asbestos and asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products to be used by or near Plaintiff and Plaintiff inhaled or otherwise ingested hazardous asbestos dust, and/or will inhale or ingest hazardous asbestos dust, resulting in injuries.

48. Additionally and alternatively, as a direct and proximate result of MetLife's actions and omissions as described above, the Plaintiff (or index worker) was caused to remain ignorant concerning the danger of human exposure to asbestos, resulting in damage to the Plaintiff by depriving the Plaintiff and workers/persons such as Plaintiff, of opportunities to be aware of the hazards of asbestos exposure, and thus the opportunity to take proper safety precautions and/or

avoid exposure to asbestos dust. Because of this ignorance on the part of the Plaintiff, Defendant's failure to warn, Defendant's concealment from the Plaintiff (or index worker) of the alteration of published test results, and the actions and omissions and concerted design and conspiracy of MetLife and others, all as described above, the Plaintiff was environmentally and/or occupationally exposed to asbestos and asbestos-containing products and/or machinery containing or calling for the use of asbestos and/or asbestos-containing products used at his/her or the index worker's places of employment and/or in his/her neighborhood, and has inhaled or otherwise ingested hazardous asbestos dust resulting in the development of mesothelioma.

49. As a direct and proximate result of one or more of the foregoing acts or omissions on the part of the Defendant METROPOLITAN LIFE INSURANCE COMPANY, the Plaintiff was exposed to and inhaled, ingested or otherwise absorbed asbestos fiber causing Plaintiff to develop an asbestos disease, which ultimately led or will lead to death and to incur and sustain damages as identified and pled in this and all other petitions for damages.

DAMAGES

50. The conduct of Defendants, as alleged hereinabove, was a direct, proximate and producing cause of the damages resulting from asbestos-caused mesothelioma of the Petitioner, and of the following general and special damages including:

- A. The conscious physical pain and suffering and mental anguish sustained by Petitioner (past, present and future);
- B. The disfigurement suffered by Petitioner;
- C. The physical impairment suffered by Petitioner (past, present and future);
- D. Reasonable and necessary medical expenses incurred by Petitioner;
- E. All past, present and future lost earnings and loss of earning capacity;
- F. Loss of quality of life;
- G. All forms of relief or categories of damages allowed by Louisiana law for survival claims, against parties the law allows such claims to be alleged against, with interest from the date of injury until paid, plus costs of these proceedings.

51. Plaintiff demands a trial by jury on all issues.

WHEREFORE, Petitioner demands judgment against the Defendants, and each of them, jointly, severally and/or in solido for all damages, for their costs expended herein, for judicial


interest from the date of judicial demand, and for such other and further relief, both at law and in equity, to which Petitioner may show himself justly entitled.

Respectfully submitted,

BOLING LAW FIRM, LLC



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ATTORNEYS FOR PETITIONERS

A TRUE COPY

DEPUTY CLERK CIVIL DISTRICT COURT
PARISH OF ORLEANS
STATE OF LA

**PLEASE SERVE THE FOLLOWING DEFENDANTS WITH A COPY OF PLAINTIFF'S
PETITION FOR DAMAGES:**

1. ANCO INSULATIONS, INC
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816
2. FOSTER WHEELER ENERGY CORPORATION
Through its agent for service:
United Agent Group, Inc.
1070-B West Causeway Approach
Mandeville, LA 70471
3. GENERAL ELECTRIC COMPANY
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816
4. GOULDS PUMPS (IPG), INC.
Through its agent for service:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816
5. RILEY POWER, INC.
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816
6. SENTRY INSURANCE COMPANY
Through its agent for service:
Louisiana Secretary of State
8585 Archives Ave.
New Orleans, LA 70125
7. TAYLOR-SEIDENBACH, INC.
Through its agent for service:
Hal Shepard
731 South Scott St.
New Orleans, LA 70119
8. ZURN INDUSTRIES, INC.
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

9. UNION CARBIDE CORPORATION
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

10. METROPOLITAN LIFE INSURANCE COMPANY
Through the Louisiana Secretary of State:
8585 Archives Avenue
Baton Rouge, LA 70809

11. INTERNATIONAL PAPER COMPANY
(individually and as successor by merger to Champion International Corporation and U.S. Plywood)
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

12. HOPEMAN BROTHERS, INC. **LONG ARM SERVICE**
AWH Corporation
435 Essex Ave., Suite 101
Waynesboro, Virginia 22980

13. LIBERTY MUTUAL INSURANCE COMPANY
(as insurer for Wayne Manufacturing)
Through its agent for service:
Louisiana Secretary of State
8585 Archives Ave.
Baton Rouge, LA 70809

14. HUNTINGTON INGALLS INCORPORATED
(f/k/a Northrup Grumman Shipbuilding, Inc., f/k/a Northrup Grumman Ship Systems, Inc., f/k/a Avondale Industries, Inc., f/k/a Avondale Shipyards, Inc., f/k/a Avondale Marine Ways, Inc.)
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

15. ENTERGY LOUISIANA, LLC
Through its agent for service
John A. Braymer
446 North Blvd.
Baton Rouge, LA 70802

16. 3M COMPANY
Through its agent for service:
Corporation Service Company
501 Louisiana Avenue
Baton Rouge, LA 70802

17. BAYER CROPSCIENE, INC. **LONG ARM SERVICE**
Corporation Service Company
80 State Street
Albany, New York 12207

18. Eagle, Inc.
Through its agent for service:
Susan B. Kohn
1100 Poydras St.
New Orleans, LA 70163

19. UNION PACIFIC RAILROAD COMPANY
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

20. WYETH HOLDINGS LLC
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

21. PHARMACIA LLC
Through its agent for service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

22. REDCO CORPORATION
(Pursuant to the Louisiana Long Arm Statute)
Through its agent for service:
100 First Stamford Place
Stamford, CT 06902

23. BURMASTER LAND & DEVELOPMENT COMPANY, LLC
Through its agent for service:
A.J. Burmaster
7033 Edgewater Dr.
Mandeville, LA 70471

24. GENUINE PARTS COMPANY
Through its agent for service:
CT Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816

25. HONEYWELL INTERNATIONAL, INC.
Through its agent for service:
Corporation Service Company
501 Louisiana Avenue
Baton Rouge, LA 70802

26. PARAMOUNT GLOBAL
Through its agent for service:
Corporation Service Company
501 Louisiana Ave.
Baton Rouge, LA 70802

27. CORBESCO, INC.

Through its agent for service:

Kevin J. Webb

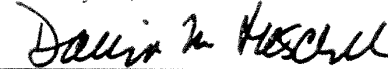
1261 West Causeway Approach, Suite 200

Mandeville, LA 70471

Exhibit C

By-Laws

Certified to be a true and correct copy of the
By-Laws of the Hopeman Brothers Merger,
Inc., adopted by the Board of Directors on
January 30, 2007



David M. Lascell
Secretary

BY-LAWS

OF

HOPEMAN BROTHERS MERGER, INC.

ARTICLE I.
SHAREHOLDERS

Section 1. *Annual Meeting.* The annual meeting of shareholders, after the year 2006, shall be held on the 15th day of March of each year, if not a legal holiday, and if a legal holiday, then on the next business day following, or on such date and at such time as may be fixed by the Board of Directors. At the meeting the shareholders shall elect a board of directors by a plurality vote and transact such other business as may properly be brought before the meeting.

Section 2. *Special Meetings.* Special meetings of shareholders may be held at any time in the interval between annual meetings. Special meetings may be called by the President, or by the Chairman of the Board of Directors, or by request of a majority of the Board of Directors, or by the Secretary upon the written request of the holders of not less than twenty percent (20%) of the shares outstanding and entitled to vote at the meeting, which written request shall state the purpose or purposes of the meeting and the matters proposed to be acted on thereat. At the special meeting no business shall be acted upon which is not related to the purpose or purposes stated in the notice of the meeting. In the event that a special meeting of shareholders is called by the Secretary upon such written request, such requesting shareholders shall pay the reasonably estimated costs of preparing and mailing notices of such meeting. Nothing contained herein shall limit the right and power of directors or shareholders to require a special meeting for the election of directors pursuant to Section 655 of the Stock Corporation Act.

Section 3. *Place of Meetings.* Each meeting of shareholders shall be held at the principal office of the Corporation or at such other place within or without the State of Virginia as the Board of Directors may from time to time determine.

Section 4. *Notice of Meetings.* Written notice of the date, time and place of each meeting of shareholders, indicating that it is being issued by or at the direction of the person or persons

calling the meeting, shall be given personally or by mail (as hereinafter provided), not less than ten (10) days nor more than sixty (60) days before the date fixed for the meeting, to each shareholder entitled to vote at the meeting. In the case of each special meeting of shareholders, such notice shall also state the purpose or purposes of the meeting, and at the special meeting no business shall be acted upon which is not related to the purpose or purposes stated in the notice of the meeting. Each notice of meeting of shareholders shall be given to a shareholder by delivering it to him in person, or by placing it in the United States mail, first-class postage prepaid and addressed to him at his address as it appears on the books of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which event it shall be mailed to the address designated in such request. Notice of meeting as required by this Section need not be given to any shareholder who submits, in person or by proxy, whether before or after the meeting, a signed waiver of notice. The attendance, in person or by proxy, of any shareholder at a meeting without protesting prior to the conclusion of the meeting the lack of notice to him of such meeting, shall constitute a waiver of notice by him. No notice of an adjourned meeting of shareholders need be given unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 5. Record Dates. For the purpose of determining the shareholders entitled to notice of or to vote at a meeting of shareholders or any adjournment thereof, the Board of Directors may fix a date of record which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting. For the purpose of determining shareholders entitled to express consent to or dissent from any proposal without a meeting, or for determining shareholders entitled to receive payment of a dividend or the allotment of any rights, or for any other action, the Board of Directors may fix a date of record which shall not be more than sixty (60) days prior to such action.

Section 6. Quorum. At each meeting of shareholders, in order to constitute a quorum there shall be present in person or represented by proxy shareholders holding a majority in number of the shares of the Corporation outstanding and entitled to vote thereat; but if there is no quorum, the holders of such shares so present or represented may by majority vote adjourn the meeting from time to time (but not for a period of more than thirty (30) days at any one time) without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjournment at which a quorum shall attend, any business may be transacted which might have been transacted at the meeting as originally called. When a quorum is once present, it is not broken by the subsequent withdrawal of any shareholder.

Section 7. Voting. At each meeting of shareholders, each shareholder entitled to vote thereat may vote in person or by proxy, and shall have one vote for each share standing in his name on the books of the Corporation. Upon demand of one or more shareholders holding in the aggregate ten percent (10%) of the shares present in person or represented by proxy and entitled to vote at the meeting, voting shall be by ballot. A plurality of the votes cast shall be sufficient to elect directors, and a majority of votes cast shall be sufficient to take any other action, except as may otherwise be provided by these By-Laws.

Section 8. Shareholder List. A complete list of the shareholders entitled to vote at the ensuing election, arranged in alphabetical order, with the address of each, and the number of voting

shares held by each, shall be prepared by the secretary and filed in the office where the election is to be held, at least ten (10) days before every election, and shall at all times, during the usual hours for business, and during the whole time of said election, be open to the examination of any shareholder.

Section 9. Proxies. Every proxy shall be in writing and subscribed by the shareholder giving the same, or his duly authorized attorney, and dated. Proxies may be submitted by hand, facsimile, telegram, electronic delivery or mail. No proxy which is dated more than eleven (11) months before the meeting at which it is offered shall be accepted, unless such proxy shall, on its face, name a longer period for which it is to remain in force.

Section 10. Conduct of Meetings. Each meeting of shareholders shall be presided over by the President of the Corporation or, in his absence, by the Chairman of the Board (if any) or, in the absence of both of them, by an Executive Vice President (if any) or, in the absence of all such officers, by a chairman chosen at the meeting. The Secretary of the Corporation or, in his absence, a person chosen by the chairman of the meeting, shall act as secretary of the meeting.

Section 11. Action Without a Meeting. Whenever shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all shares, all in accordance with Section 657 of the Stock Corporation Act. The Corporation shall promptly provide written notice to any shareholder who does not consent in writing to the action taken. Such written consent shall have the same effect as a vote of the shareholders entitled to vote thereon.

ARTICLE II. BOARD OF DIRECTORS

Section 1. Election and Powers. The Board of Directors shall have the management and control of the business and affairs of the Corporation. The directors shall be elected by the shareholders entitled to vote thereon at each annual meeting of shareholders, and each director shall serve until his successor is duly elected or appointed and qualifies, unless his directorship shall be earlier vacated by his death, resignation or removal as provided by this Article.

Section 2. Number. The number of directors constituting the entire Board of Directors shall be such number as shall be designated in the Articles of Incorporation or as amended, from time to time, by the shareholders or by a majority vote of the entire Board. As used in these By-Laws, the term "entire Board" shall mean the total number of directors which the Corporation would have if there were no vacancies.

Section 3. Vacancies. Vacancies on the Board of Directors (including any vacancies resulting from an increase in the number of directors) created for any reason except the removal of one or more directors by the shareholders, may be filled by vote of the Board of Directors. If the number of directors then in office is less than a quorum, such vacancies may be filled by a majority vote of the directors then in office. A successor director elected under this Section shall hold office for the unexpired portion of the term of the director whose place was vacated. In the event of an increase in the number of directors, each additional director elected under this

Section shall hold office until his successor has been duly elected or appointed and shall have qualified.

Section 4. *Removal.* Any one or more directors may be removed from office, with or without cause, by the shareholders entitled to vote in the election of directors. Any vacancy on the Board resulting from such removal may be filled by the shareholders entitled to vote in the election of directors, and any successor director elected to fill such vacancy shall hold office for the unexpired portion of the term of the director who was removed.

Section 5. *Meetings.* Regular meetings of the Board of Directors shall be held at such times as the Board may from time to time determine. Special meetings of the Board of Directors shall be held at any time, upon call by the Chairman of the Board, the President or at least one-third of the directors then in office.

Section 6. *Place of Meetings.* Each meeting of the Board of Directors shall be held at the principal office of the Corporation or at such other place, within or without the State of Virginia, as the Board may from time to time determine.

Section 7. *Notice of Meeting.* Written notice of the date, time and place of each regular and special meeting of the Board of Directors shall be given to each director either (a) by delivering the same to him personally, or sending the same to him by telecopier, telex, telegraph or similar mode of communication, or leaving the same at his residence or usual place of business, in each case at least twenty-four (24) hours before the meeting, or (b) by placing the same in the United States mail, first-class postage prepaid, or delivering the same to a reputable express mail delivery service, and addressed to him at his last known address according to the records of the Corporation, in either case at least three (3) days before the meeting. No notice of any adjourned meeting of the Board of Directors need be given other than by announcement at the meeting.

Section 8. *Waiver of Notice.* Notice of any meeting of the Board of Directors need not be given to any director who submits a signed written waiver thereof whether before, during or after the meeting, nor to any director who attends the meeting without protesting, either prior thereto or at its commencement, the lack of notice to him.

Section 9. *Quorum.* A majority of the entire Board shall be necessary to constitute a quorum for the transaction of any item of business at each meeting of the Board of Directors; but if at any meeting there is less than a quorum present, a majority of those directors present may adjourn the meeting from time to time without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjournment at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 10. *Action Without a Meeting.* Any action required or permitted to be taken by the Board of Directors or by any committee thereof at a duly held meeting may be taken without a meeting if all members of the Board of Directors or of the committee, as the case may be, consent in writing to the adoption of resolutions authorizing the action. Such resolutions and such written consents shall be filed with the minutes of the proceedings of the Board of Directors or of the committee.

Section 11. *Personal Attendance by Conference Communication Equipment.* Any one or more members of the Board of Directors or of any committee thereof may participate in a meeting of the Board or of such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

Section 12. *Compensation.* Directors shall not receive compensation for their services in that capacity, but by resolution of the Board of Directors a fixed sum and reimbursement of expenses may be paid to directors for attendance at each meeting of the Board. Nothing herein shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 13. *Executive Committee and Other Committees.* The Board of Directors may, in its discretion and by a majority vote of the entire Board, appoint an Executive Committee, or one or more other committees of the Board as the Board of Directors may from time to time determine. The Executive Committee shall have and may exercise between meetings of the Board all the powers of the Board of Directors in the management and control of the business and affairs of the Corporation, and other committees of the Board shall have such powers as are conferred upon them by the Board of Directors, except that neither the Executive Committee nor any other committee shall have power: (a) to recommend to shareholders any action requiring shareholder approval; (b) to fill vacancies on the Board of Directors or on any committee thereof; (c) to fix compensation of directors for service on the Board of Directors or on any committee thereof; (d) to adopt, amend or repeal By-Laws; (e) to amend or repeal any resolution of the Board of Directors which is not by its terms made amendable or repealable by such committee; or (f) to remove, or fix the compensation of, any officer who is elected by the Board of Directors. In the absence of any member of the Executive Committee or of any other committee of the Board, the members thereof present at any meeting may appoint a director previously so designated by the Board of Directors as a committee alternate to act in place of such absent member. The Board of Directors shall have the power at any time to change the membership of the Executive Committee or of any other committee of the Board, to fill vacancies in such committee or to dissolve it. A majority of the members of the Executive Committee or of any other committee of the Board shall constitute a quorum for the transaction of any item of business of such committee. The Executive Committee and each other committee of the Board may make other rules for the conduct of its business, and may appoint such subcommittees and assistants, as may from time to time be necessary, unless the Board of Directors shall provide otherwise.

ARTICLE III. OFFICERS

Section 1. *Election of Officers.* The Board of Directors shall elect or appoint a President and a Secretary of the Corporation, and may elect or appoint a Chairman of the Board from among the directors, one or more Vice Presidents, a Treasurer and such other officers as it shall determine. Each officer shall serve at the pleasure of the Board of Directors and until his successor is duly elected or appointed and qualifies, or until the earlier of his death, resignation or removal as provided by this Article. Any or all offices may be held by the same person. Any vacancies in any office may be filled by the Board of Directors.

Section 2. Assistant and Subordinate Officers. The Board of Directors may from time to time elect or appoint one or more Assistant Secretaries, one or more Assistant Treasurers and such other subordinate officers or agents of the Corporation as it may deem proper, each of whom shall hold office at the pleasure of the Board of Directors and shall have such powers and duties as are assigned to him by the Board.

Section 3. Removal. Any officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors.

Section 4. Compensation. The Board of Directors shall fix the compensation of all officers of the Corporation, except that the Board of Directors may authorize the President to fix the compensation of such officers (other than the President) as the Board may specify.

Section 5. Chairman of the Board. The Chairman of the Board, if there is one, shall preside at all meetings of the Board of Directors and shall perform such other duties as the Board of Directors may direct.

Section 6. President. The President shall be the Chief Executive Officer of the Corporation and shall, subject to the direction of the Board of Directors, have the general management of the affairs of the Corporation. The President shall preside at all meetings of the shareholders. If there is no Chairman of the Board, or in his absence or inability to act, the President shall also perform all duties of the Chairman of the Board subject, however, to the control of the Board of Directors.

Section 7. Vice Presidents. Any one or more of the Vice Presidents may be designated by the Board of Directors as an Executive Vice President. At the request of the President, or in his absence or inability to act, the Executive Vice President shall perform the duties and exercise the functions of the President. If there is no Executive Vice President, or if there is more than one, the Board of Directors may determine which one or more of the Vice Presidents shall perform any of such duties or exercise any of such functions; if such determination is not made by the Board of Directors, the President may make such determination; otherwise, any of the Vice Presidents may perform any of such duties or exercise any of such functions. Each Vice President shall have such other powers and duties as may be properly designated by the Board of Directors and the President.

Section 8. Secretary. The Secretary shall keep full minutes of all meetings of shareholders and of the Board of Directors in books provided for that purpose. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law. He shall be the custodian of the records and of the corporate seal of the Corporation and he shall affix the corporate seal to all documents the execution of which on behalf of the Corporation is duly authorized by the Board of Directors, and when so affixed he may attest the same. The Secretary shall have such other powers and duties as may be properly designated by the Board of Directors and the President.

Section 9. Treasurer. The Treasurer shall keep correct and complete books and records of account of the Corporation. Subject to the control and supervision of the Board of Directors and the President, or such other officer as the Board of Directors and the President may designate, the

Treasurer shall: establish and execute programs for the provision of the capital required by the Corporation; maintain banking arrangements to receive, have custody of and disburse the Corporation's moneys and securities; invest the Corporation's funds as required; obtain insurance coverage as required; and direct the granting of credit by and the collection of accounts due to the Corporation. The Treasurer shall have such other powers and duties as may be properly designated by the Board of Directors and the President.

ARTICLE IV. SHARE CERTIFICATES

Section 1. *Form and Signatures.* The interest of each shareholder of the Corporation shall be evidenced by certificates for shares in such form as the Board of Directors may from time to time prescribe. The share certificates shall be signed by the Chairman of the Board or the President or a Vice President, and by the Secretary or the Treasurer or an Assistant Secretary or Assistant Treasurer, sealed with the corporate seal of the Corporation, and countersigned and registered in such manner, if any, as the Board of Directors may prescribe. When any share certificate is countersigned by a transfer agent or registered by a registrar, other than the Corporation itself or its employee, the signatures of such officers, and the corporate seal, may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to hold such office before the share certificate is issued, such certificate may be issued by the Corporation with the same effect as if such person had not ceased to hold such office.

Section 2. *Transfer of Shares.* Shares of the Corporation shall be transferred on the books of the Corporation upon surrender, by the registered holder thereof, in person or by his attorney, of one or more certificates for the same number of shares, accompanied by a proper assignment or powers of transfer endorsed thereon or attached thereto, duly signed by the person appearing by each certificate to be the owner of the shares represented thereby, with such proof of authenticity of the signature as the Corporation, or its agents, may reasonably require. Such certificate shall have affixed thereto all stock transfer stamps required by law. The Board of Directors shall have power and authority to make all such other rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates for shares.

Section 3. *Mutilated, Lost, Stolen or Destroyed Certificates.* The holder of any certificate representing shares of the Corporation shall immediately notify the Corporation of any mutilation, loss, theft or destruction thereof. The Board of Directors may, in its discretion, cause one or more new certificates, for the same number of shares in the aggregate, to be issued to such holder upon surrender of the mutilated certificate or, in case of loss, theft or destruction of the certificate, upon satisfactory proof of such loss, theft or destruction and the deposit of indemnity by way of bond or otherwise in such form and amount and with such surety or security as the Board of Directors may require to indemnify the Corporation and its transfer agent and registrar, if any, against loss or liability by reason of the issuance of such new certificates; but the Board of Directors may, in its discretion, refuse to issue such new certificates, save upon the order of a court having jurisdiction therein.

Section 4. *Stock Ledgers.* The stock ledgers of the Corporation, containing the name and address of each shareholder and the number of shares held by each, shall be maintained at the

principal office of the Corporation, or if there be a transfer agent, at the office of such transfer agent, as the Board of Directors shall determine.

Section 5. *Transfer Agents and Registrars.* The Corporation may have one or more transfer agents and one or more registrars of its shares or of any class or classes of its shares whose respective duties the Board of Directors may from time to time determine.

ARTICLE V. INDEMNIFICATION

Section 1. *Generally.* Each person who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or his testator or intestate (a) is or was a director or officer of the Corporation or (b) is or was a director or officer of the Corporation who serves or served, in any capacity, any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise at the request of the Corporation (hereinafter an "indemnitee"), shall be indemnified and held harmless by the Corporation against all expense, liability and loss, including without limitation ERISA excise taxes or penalties, judgments, fines, penalties, amounts paid in settlement (provided the Board of Directors shall have given its prior consent to such settlement, which consent shall not be unreasonably withheld by it) and reasonable expenses, including attorneys' fees, suffered or incurred by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs and fiduciaries; provided, however, that no indemnification may be made to or on behalf of any director or officer if his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or otherwise disposed of, or if he personally gained in fact a financial profit or other advantage to which he was not legally entitled. Notwithstanding the foregoing, except as contemplated by Section 3 of this Article, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors.

Section 2. *Advancement of Expenses.* All expenses reasonably incurred by an indemnitee in connection with a threatened or actual proceeding with respect to which such indemnitee is or may be entitled to indemnification under this Article shall be advanced to him or promptly reimbursed by the Corporation in advance of the final disposition of such proceeding, upon receipt of an undertaking by him or on his behalf to repay the amount of such advances, if any, as to which he is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent such advances exceed the indemnification to which he is entitled. Such person shall cooperate in good faith with any request by the Corporation that common counsel be used by the parties to any proceeding who are similarly situated unless to do so would be inappropriate due to an actual or potential conflict of interest.

Section 3. *Procedure for Indemnification.*

(a) Not later than thirty (30) days following final disposition of a proceeding with respect to which the Corporation has received written request by an indemnitee for

indemnification pursuant to this Article or with respect to which there has been an advancement of expenses pursuant to Section 2 of this Article, if such indemnification has not been ordered by a court, the Board of Directors shall meet and find whether the indemnitee met the standard of conduct set forth in Section 1 of this Article and, if it finds that he did, or to the extent it so finds, the Board shall authorize such indemnification.

(b) Such standard shall be found to have been met unless (i) a judgment or other final adjudication adverse to the indemnitee established that the standard of conduct set forth in Section 1 of this Article was not met, or (ii) if the proceeding was disposed of other than by judgment or other final adjudication, the Board of Directors finds in good faith that, if it had been disposed of by judgment or other final adjudication, such judgment or other final adjudication would have been adverse to the indemnitee and would have established that the standard of conduct set forth in Section 1 of this Article was not met.

(c) If the Board of Directors fails or is unable to make the determination called for by paragraph (a) of this Section 3, or if indemnification is denied, in whole or part, because of an adverse finding by the Board of Directors, or because the Board of Directors believes the expenses for which indemnification is requested to be unreasonable, such action, inaction or inability of the Board of Directors shall in no way affect the right of the indemnitee to make application therefor in any court having jurisdiction therein. In such action or proceeding, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the issue shall be whether the indemnitee met the standard of conduct set forth in Section 1 of this Article, or whether the expenses were reasonable, as the case may be (not whether the finding of the Board of Directors with respect thereto was correct). If the judgment or other final adjudication in such action or proceeding establishes that the indemnitee met the standard set forth in Section 1 of this Article, or that the disallowed expenses were reasonable, or to the extent that it does, the Board of Directors shall then find such standard to have been met or the expenses to be reasonable, as the case may be, and shall grant such indemnification, and shall also grant to the indemnitee indemnification of the expenses incurred by him in connection with the action or proceeding resulting in the judgment or other final adjudication that such standard of conduct was met, or if pursuant to such court determination such person is entitled to less than the full amount of indemnification denied by the Corporation, the portion of such expenses proportionate to the amount of such indemnification so awarded. Neither the failure of the Board of Directors to have made timely a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in Section 1 of this Article, nor an actual determination by the Board of Directors that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct. In any suit brought by the indemnitee to enforce a right to indemnification, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to indemnification, under this Article or otherwise, shall be on the Corporation.

(d) A finding by the Board of Directors pursuant to this Section 3 that the standard of conduct set forth in Section 1 of this Article has been met shall mean a finding (i) by the Board of Directors acting by a quorum consisting of directors who are not parties to such proceeding, or (ii) if such a quorum is not obtainable, or if obtainable, such a quorum so directs, by the Board of

Directors upon the written opinion of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct has been met, or by the shareholders upon a finding that such standard of conduct has been met.

Section 4. *Contractual Article.* The rights conferred by this Article are contract rights which shall not be abrogated by any amendment or repeal of this Article with respect to events occurring prior to such amendment or repeal and shall, to the fullest extent permitted by law, be retroactive to events occurring prior to the adoption of this Article. No amendment of the Stock Corporation Act, insofar as it may reduce the permissible extent of the right of indemnification of an indemnitee under this Article, shall be effective as to such person with respect to any event, act or omission occurring or allegedly occurring prior to the effective date of such amendment, irrespective of the date of any claim or legal action in respect thereof. This Article shall be binding on any successor to the Corporation, including without limitation any person or entity which acquires all or substantially all of the Corporation's assets.

Section 5. *Non-Exclusivity.* The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person covered hereby may be entitled other than pursuant to this Article. The Corporation is authorized to enter into agreements with any such person providing rights to indemnification or advancement of expenses in addition to the provisions therefor in this Article, and the shareholders and the Board of Directors are authorized to adopt, in their discretion, resolutions providing any such person with any such rights.

Section 6. *Insurance.* The Corporation may, to the extent authorized from time to time by the Board of Directors, maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or of any other corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article or applicable law.

Section 7. *Indemnification of Employees and Agents of the Corporation.* The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and the advancement of expenses to any employee or agent of the Corporation with the same scope and effect as provided by this Article to directors and officers of the Corporation.

ARTICLE VI.

FINANCES

Section 1. *Dividends.* The Board of Directors, in its sole discretion, may declare dividends on the shares of the Corporation, payable upon such dates as the Board of Directors may designate.

Section 2. *Reserves.* Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums, as the Board of Directors, in its sole discretion, may from time to time deem proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose or purposes as the Board of Directors shall deem

conducive to the interests of the Corporation, and the Board of Directors may modify or abolish any such reserve or reserves in the manner in which it was created.

Section 3. Bills, Notes, Etc. All checks or demands for money and notes or other instruments evidencing indebtedness or obligations of the Corporation shall be made in the name of the Corporation and shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VII. AMENDMENTS

Section 1. Power to Amend. By-Laws of the Corporation may be adopted, amended or repealed by the shareholders entitled to vote in the election of directors. In addition, By-Laws of the Corporation may be adopted, amended or repealed by the Board of Directors by a majority vote of the entire Board, but any By-Law adopted by the Board of Directors may be amended or repealed by such shareholders.

Section 2. Notice of Amendment Affecting Election of Directors. If any By-Law regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors the By-Law so adopted, amended or repealed, together with a concise statement of the changes made.

ARTICLE VIII. IN GENERAL

Section 1. Definitions.

(a) As used in these By-Laws, the term "Stock Corporation Act" shall mean the Virginia Stock Corporation Act, Title 13.1 of the Code of Virginia, as it may from time to time be amended.

(b) Wherever used in these By-Laws, the masculine pronoun shall include the feminine and the neuter, as appropriate in the context.

Section 2. Construction. The provisions of these By-Laws shall at all times be subject to the provisions of applicable law in effect from time to time and the provisions of the Articles of Incorporation of the Corporation, as it may from time to time be amended. In the event of any necessary conflict between any provision of these By-Laws and any provision of applicable law then in effect, such provision of law shall control. In the event of any necessary conflict between any provision of these By-Laws and any provision of the Articles of Incorporation then in effect, such provision of the Articles of Incorporation shall control. The Article and Section headings of these By-Laws are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intention expressed hereby.

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Exhibit D

Sample Insurance Policy

T/JK/4/10/68

New York - 505 - A/C #C475773
EXCESS BLANKET CATASTROPHE LIABILITY POLICY John C. Kemp, Inc.
Renewing XBC 1818
NO. XBC 41712 381706-0 (B)

DECLARATIONS

Named Insured: Hopeman Brothers Inc., Et al.
(See Named Insured Endorsement Attached)

Address: 156 East 46th Street, New York, New York

Policy Period: From February 14, 1968 to February 14, 1971
12:01 A.M., standard time at the address
of the Named Insured as stated herein.

Retained Limit - INA's Limit of Liability

Retained Limit

Item 1. \$ 5,000,000.00 as the result of any one occurrence
not covered by the underlying insurance
listed in Schedule A or by other under-
lying insurance collectible by the
Insured.

INA's Limit
of Liability

Item 2. \$ 15,000,000.00 as the result of any one occurrence on
account of personal injury, property
damage or advertising offense, or any
combination thereof.

Item 3. \$ 15,000,000.00 on account of all occurrences during
each policy year arising out of the
products hazard or the completed
operations hazard, or both combined.

Premium: \$13,500.00 Fixed Charge

In the event of cancellation by the Named Insured, INA shall receive and
retain not less than \$ 1,250.00 as the Minimum Premium.

Endorsements attached to policy at inception:

- (1) Nuclear Energy Liability Exclusion Endorsement (Form #LC-1012)
- (2) Premium Computation Endorsement
- (3) Named Insured Endorsement
- (4) Amendatory Endorsement

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Insurance Company of North America

CANADIAN DECLARATIONS

Canadian Agent and Location	Lukis Stewart Price Forbes & Co. Ltd. Suite 611, Place Ville Marie Montreal 2, Quebec	505	No. XBC-41712
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1. NAMED INSURED HOPEMAN BROTHERS (CANADA) LTD.
 ADDRESS 132 St. Pierre,
 (No., Street, Town, Co., State) Quebec 2,
 Canada

Business of the Named Insured **Marine Interiors**

2. Policy Period: From February 14, 1968 to February 14, 1971

12:01 AM } Standard time
 12:00 NOON } of the Named Insured's Address

3. PREMIUM COMPUTATION: Description of Property, Coverages, including Limits of Liability	MAJOR PERIL OR LINE	PREMIUMS
<p>\$15,000,000. as the result of any one occurrence on account of personal injury, property damage or advertising offense or any combination thereof and excess of \$5,000,000. retained limit</p>		<p>\$200.00</p>

J. K. Pincus
 Secretary.

W. L. C. ...
 President

INSURANCE COMPANY
OF NORTH AMERICA

A STOCK INSURANCE COMPANY herein called INA

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

INSURING AGREEMENT

Coverage A - Personal Injury Liability

Coverage B - Property Damage Liability

Coverage C - Advertising Liability

INA will indemnify the Insured for ultimate net loss in excess of the retained limit hereinafter stated which the Insured shall become legally obligated to pay as damages because of

- A. personal injury or
- B. property damage or
- C. advertising offense

to which this policy applies, caused by an occurrence.

DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

When Underlying Insurance Does Not Apply to an Occurrence:

With respect to any occurrence not covered by the underlying insurance listed in Schedule A hereof, or any other underlying insurance collectible by the Insured, but covered by this policy except for the amount of retained limit specified herein, INA will, in addition to the amount of the ultimate net loss payable:

- (a) defend any suit against the Insured seeking damages on account of personal injury, property damage or advertising offense, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient;

- (b) pay all expenses incurred by INA, all costs taxed against the Insured in any suit defended by INA and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before INA has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of INA's liability thereon;
- (c) pay premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies but INA shall have no obligation to apply for or furnish any such bonds;
- (d) pay reasonable expenses incurred by the Insured at INA's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$50 per day because of his attendance at hearings or trials at such request.

In jurisdictions where INA may be prevented by law or otherwise from carrying out this agreement, INA shall pay any expense incurred with its written consent in accordance with this provision.

The Insured shall promptly reimburse INA for any amount of ultimate net loss paid on behalf of the Insured within the retained limit.

When Underlying Insurance Does Apply to an Occurrence:

This policy does not apply to defense, investigation, settlement or legal expenses covered by underlying insurance, but INA shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve INA. In such event the Insured and INA shall cooperate fully.

In the event that the limits of liability of the underlying insurance listed in Schedule A are exhausted by an occurrence, INA shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the Insured resulting from the same occurrence, but only where this policy applies and is immediately in excess of such listed underlying insurance without intervening excess insurance with another insurer.

RETAINED LIMIT - INA'S LIMIT OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury, property damage, or advertising offense, INA's liability is limited as follows:

With respect to personal injury, property damage or advertising offense, or any combination thereof, INA's liability shall be only for the ultimate net loss in excess of the Insured's retained limit defined as the greater of:

- (a) an amount equal to the limits of liability indicated beside the underlying insurance listed in Schedule A hereof, plus the applicable limits of any other underlying insurance collectible by the Insured; or
- (b) the amount specified in Item 1. of the Limits of Liability section of the Declarations as the result of any one occurrence not covered by the said insurance;

and then for an amount not exceeding the amount specified in Item 2. of the Limits of Liability section of the Declarations as the result of any one occurrence.

There is no limit to the number of occurrences during the policy period for which claims may be made, except that the liability of INA arising out of either the products hazard or the completed operations hazard, or both combined, on account of all occurrences during each policy year shall not exceed the amount specified in Item 3. of the Limits of Liability section of the Declarations.

In the event that the aggregate limits of liability of the underlying policies listed in Schedule A are reduced or exhausted, INA shall, subject to INA's limit of liability which is stated above and to the other conditions of this policy, with respect to occurrences which take place during the period of this policy continue in force as excess of the reduced primary insurance or, in the event of exhaustion, continue in force as underlying insurance.

For the purpose of determining the limit of INA's liability, all damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

POLICY PERIOD, TERRITORY

This policy applies to personal injury, property damage or advertising offense which occurs anywhere during the policy period.

PERSONS OR ENTITIES INSURED

- (a) The Named Insured;
- (b) Each of the following is an Insured under this policy to the extent set forth below:
 - (1) if the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such, however, this policy does not apply to personal injury, property damage or advertising offense arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured;

- (2) any person, organization, trustee or estate to whom or to which the Named Insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or in behalf of the Named Insured or to facilities of or used by the Named Insured;
- (3) subject to the terms and conditions of this policy, any additional Insured included in the underlying insurance listed in Schedule A but only to the extent that insurance is provided to such additional insured thereunder;
- (4) except with respect to the ownership, maintenance or use, including loading or unloading, of automobiles or aircraft, (i) any executive officer, other employee, director or stockholder of the Named Insured while acting within the scope of his duties as such; (ii) any person or organization while acting as real estate manager for the Named Insured;
- (5) any person while using, with the permission of the Named Insured, any automobile or aircraft owned by, loaned to or hired for use by or on behalf of the Named Insured and any person or organization legally responsible for the use thereof, provided the actual operation or other actual use is within the scope of such permission, and any executive officer, director or stockholder of the Named Insured with respect to the use of an automobile or aircraft not owned by the Named Insured but only while such automobile or aircraft is being used in the business of the Named Insured. The insurance with respect to any person or organization other than the Named Insured does not apply under paragraph (5):
 - (i) to any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof;
 - (ii) with respect to any automobile or aircraft hired by or loaned to the Named Insured, to the owner or a lessee (of whom the Named Insured is a sub-lessee) thereof other than the Named Insured, or to any agent or employee of such owner or lessee;
 - (iii) to any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents, with respect to any occurrence arising out of the operation thereof.

EXCLUSIONS

This policy does not apply:

- (a) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (b) to property damage to (1) property owned by the Insured, or (2) the Insured's products arising out of such products or any part of such products, or (3) work performed by or on behalf of the Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, or (4) property rented to, occupied or used by or in the care, custody or control of the Insured to the extent the Insured is under contract to provide insurance therefor;
- (c) to personal injury or property damage resulting from the failure of the Insured's products or work completed by or for the Insured to perform the function or serve the purpose intended by the Insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any Insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- (d) to damages claimed for the withdrawal, inspection, repair, replacement or loss of the use of the Insured's products or work completed by or for the Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (e) to damages arising out of advertising offense for (1) failure to performance of contract, (2) infringement of trade mark, service mark or trade name by use thereof as the trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans, (3) incorrect description of any article or commodity, or (4) mistake in advertised price.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"advertising offense" means libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights of privacy, arising out of the Insured's advertising activities;

"completed operations hazard" includes personal injury and property damages arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the Insured under the contract have been completed,
- (b) when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed, or
- (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The completed operations hazard does not include personal injury or property damage arising out of

- (1) operations in connection with the transportation of property, unless the personal injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (2) the existence of tools, uninstalled equipment or abandoned or unused materials:

"damages" includes damages for death and for care and loss of services resulting from personal injury and damages for loss of use of property resulting from property damage;

"Insured" means any person or organization qualifying as an Insured under the Persons or Entities Insured section of this policy. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of INA's liability;

"Insured's products" means goods or products manufactured, sold, handled or distributed by the Insured or by others trading under his name, including any container thereof (other than a vehicle) but "Insured's products" shall not include a vending machine or any property other than such a container, rented to or located for use of others but not sold;

"Named Insured" means the organization named in the Declarations of this policy and includes any subsidiary company (including subsidiaries thereof) of the Named Insured and any other company of which it assumes active management;

"occurrence", as respects property damage, means an accident, including injurious exposure to conditions, which results, during the policy period, in property damage neither expected nor intended from the standpoint of the Insured;

"personal injury" means, (a) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury; (b) false arrest, detention or imprisonment, malicious prosecution or humiliation; (c) the publication or utterance of a libel or slander or of other defamatory material, including disparaging statements concerning the condition, value, quality or use of real or personal property, or a publication or utterance in violation of rights of privacy, except when any of the foregoing of this part (c) arises out of the Insured's advertising activities; (d) wrongful entry or eviction, or other invasion of the right of private occupancy; (e) racial or religious discrimination, unless insurance therefor is prohibited by law, not committed by or at the direction of the Insured; and (f) assault and battery not committed by or at the direction of the Insured, unless committed for the purpose of protecting persons or property;

"products hazard" includes personal injury and property damage arising out of the Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs away from premises owned by or rented to the insured and after physical possession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible property;

"ultimate net loss" means the sum actually paid or payable in cash in the settlement or satisfaction of losses for which the Insured is liable either by adjudication or compromise with the written consent of INA, after making proper deduction for all recoveries and salvages collectible, but excludes all loss expenses and legal expenses (including attorneys' fees, court costs and interest on any judgment or award) and all salaries of employees and office expenses of the Insured, INA or any underlying insurer so incurred.

CONDITIONS

1. Premium

The premium for this policy shall be as stated in the Declarations.

2. Inspection and Audit

INA shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither INA's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe. INA may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the Insured to INA or any of its authorized agents as soon as practicable. The Insured shall promptly take at his expense all reasonable steps to prevent other personal injury or property damage or advertising offense from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to INA every demand, notice, summons or other process received by him or his representative.
- (c) The Insured shall cooperate with INA and, upon INA's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of personal injury or property damage or advertising offense with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense; however, in the event that the amount of ultimate net loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the Insured may pay the amount of ultimate net loss to the claimant to effect settlement and, upon submission of due proof thereof, INA shall indemnify the Insured for that part of such payment which is in excess of the retained limit, or, INA will, upon request of the Insured, make such payment to the claimant on behalf of the Insured.

4. Appeals

In the event the Insured or the Insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, INA may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of INA for ultimate net loss exceed the amount specified in the Limits of Liability section of the Declarations plus the taxable costs, disbursements and interest incidental to such appeal.

5. Action Against INA

No action shall lie against INA with respect to any one occurrence unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay an amount of ultimate net loss in excess of the retained limit shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and INA. The Insured shall make a definite claim for any loss in which INA may be liable within a reasonable time after such final determination. If any subsequent payments are made by the Insured on account of the same occurrence, the Insured shall make additional claims from time to time and these claims shall be payable within thirty (30) days after proof in conformity with this policy. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join INA as a co-defendant in any action against the Insured to determined the Insured's liability.

Bankruptcy or insolvency of the Insured shall not relieve INA of any of its obligations hereunder.

6. Other Insurance with INA

If collectible insurance under any other policy of INA is available to the Insured, covering a loss also covered hereunder, INA's total liability shall in no event exceed the greater or greatest limit of liability applicable to such loss under this or any other such policy provided, however, this does not apply to insurance with INA which is written as underlying insurance or which is written as excess insurance over the limit provided in this policy.

7. Other Insurance Not with INA

If collectible insurance with any other insurer is available to the Insured covering a loss also covered hereunder the insurance hereunder shall be in excess of, and not contribute

with, such other insurance provided, however, this does not apply to insurance which is written as excess insurance over the limit provided in this policy.

8. Subrogation

INA shall be subrogated to the extent of any payment hereunder to all the Insured's rights of recovery therefor; and the Insured shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the Insured's) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. INA shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying insurer, as their interest may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by INA, it shall bear the expenses thereof.

9. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop INA from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

10. Assignment

Assignment of interest under this policy shall not bind INA until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance as is afforded by this policy shall apply (a) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such, and (b) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.

11. Three Year Policy

If this policy is issued for a period of three years, the limits of INA's liability shall apply separately to each consecutive annual period thereof.

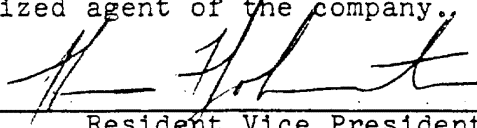
12. Cancellation

This policy may be cancelled by the Named Insured by surrender thereof to INA or any of its authorized agents or by mailing

to INA written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by INA by mailing to the Named Insured at the address shown in this policy written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by INA shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If INA cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this policy to be signed by its Resident Vice President and Resident Assistant Secretary at New York, New York and countersigned by a duly authorized agent of the company.



Resident Vice President



Resident Assistant Secretary

Countersigned:

 Agent



NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)



Named Insured Hopeman Brothers Inc., et al.
Effective February 14, 1968 Policy No. XBC 41712
Issued by Insurance Company of North America
(Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS
INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE,
COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE**

It is agreed that:

I. The policy does not apply:

- A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.



II. As used in this endorsement:

- "hazardous properties" include radioactive, toxic or explosive properties;
- "nuclear material" means source material, special nuclear material or byproduct material;
- "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
- "nuclear facility" means
 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- "property damage" includes all forms of radioactive contamination of property.

Authorized Agent

Confidential

HBI002029

	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)	
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Named Insured Hopeman Brothers Inc.

Effective February 14, 1971 Policy No XBC 41712-Rend.#24815

Issued by Insurance Company of North America
(Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

**ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS
INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE,
COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE**

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

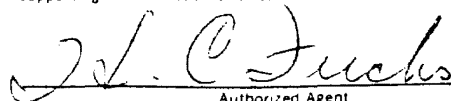
- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

APR 5 1971


Authorized Agent



EXCLUSION
(Environmental Pollution)



Named Insured Hopeman Brothers Inc., et al.

Effective February 14, 1971 Policy No XBC 41712-Rend.#24815

Issued by Insurance Company of North America
(Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of any General Liability Insurance.

This insurance does not apply:

to bodily injury, personal injury or property damage arising out of pollution or contamination

- (1) caused by oil, or
- (2) caused by the discharge or escape of any other pollutants or contaminants, unless such discharge or escape results from a sudden happening during the policy period, neither expected nor intended from the standpoint of the insured.

APR 5 1971

H C Fuchs

Authorized Agent

Confidential

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INSURANCE COMPANY OF NORTH AMERICA

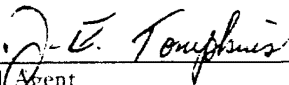
PREMIUM COMPUTATION ENDORSEMENT NO. 2

In consideration of the premium charged, it is agreed that Condition 1, Premium Computation, is amended to read as follows:

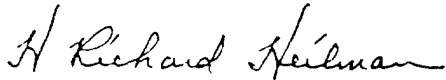
1. The premium for this policy shall be the amount Premium set forth in the declarations which is payable upon delivery of the policy to the insured; provided, in the event of the acquisition of additional plants or property, any substantial changes in the insured's operations or if substantial new construction work is undertaken by or for the insured, such information shall be reported to the company as soon as practicable for the purpose of determining any premium adjustment required to reflect such changes in exposure, but failure on the part of the insured to so notify the company shall not invalidate this insurance.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date	February 14, 1968 at the hour specified in the policy.	Part of Policy No. XBC 41712
Issued to	Hopeman Brothers Inc., et al.	


Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
INSURANCE COMPANY OF NORTH AMERICA


President.

Confidential

HBI002032

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INSURANCE COMPANY OF NORTH AMERICA

NAMED INSURED ENDORSEMENT NO. 3

Hopeman Brothers, Inc.

Hopeman Lumber & Manufacturing Co., Inc.

Wayne Manufacturing Corporation

Hopeman Brothers (Canada) Ltd.

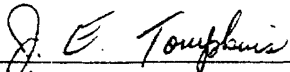
A. W. Hopeman & Sons Company

Royston Manufacturing Co., Inc. and

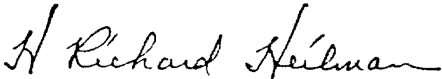
Hopeko Supply Corporation

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date	February 14, 1968	at the hour specified in the policy.	Part of Policy No. XBC 41712
Issued to	Hopeman Brothers Inc., et al.		


Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
INSURANCE COMPANY OF NORTH AMERICA


President.

Confidential

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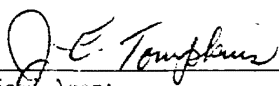
INSURANCE COMPANY OF NORTH AMERICA

AMENDATORY ENDORSEMENT NO. 4

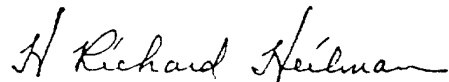
In consideration of the Premium charged, it is agreed that such insurance as is afforded by the Policy shall apply to any renewals or extensions thereof of the Policies listed in Schedule A, Schedule of Underlying Policies.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date	February 14, 1968 at the hour specified in the policy.	Part of Policy No.	XBC 41712
Issued to	Hopeman Brothers Inc., et al.		


Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
INSURANCE COMPANY OF NORTH AMERICA


President.

Confidential

HBI002034



SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XBC 41712

1. HOPEMAN BROTHERS INC. AND HOPEMAN BROTHERS (CANADA) LTD.

Carrier, Policy Number & Period	Type of Policy	Applicable Limits
(a) Liberty Mutual Insurance Company WC1-121-010461-178R 1/1/68 to 1/1/69	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability \$500,000. one accident
(b) Liberty Mutual Insurance Company LG1-121-010461-188R 1/1/68 to 1/1/69	General Liability	Bodily Injury Liability \$100,000. each person \$300,000. each occurrence \$300,000. aggregate products Property Damage Liability \$100,000. each occurrence \$100,000. aggregate premises - operations \$100,000. aggregate protective \$100,000. aggregate products \$100,000. aggregate contractual
(c) Liberty Mutual Insurance Company AE1-121-010461-168 1/1/68 to 1/1/69	Automobile Liability	Bodily Injury Liability \$200,000. each person \$500,000. each occurrence Property Damage Liability \$100,000. each occurrence



INSURANCE COMPANY OF NORTH AMERICA

It is agreed that Schedule A, Schedule of Underlying Insurance (7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As result of any one occurrence on account of Personal injury, Property damage or advertising offense or any combination thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date 2/14/68	at the hour specified in the policy.	Part of Policy No. XBC 4 17 12
Issued to Hopeman Brothers Inc. & Hopeman Brothers (Canada) Ltd.		

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA

rl 10/30

President



SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XBC 41712

2. HOPEMAN LUMBER AND MANUFACTURING COMPANY, INC.

Carrier, Policy Number & Period	Type of Policy	Applicable Limits
(a) Liberty Mutual Insurance Company WC1-121-022356-018R 1/1/68 to 1/1/69	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability \$500,000. one accident
(b) Liberty Mutal Insurance Company LG1-121-022356-028R 1/1/68 to 1/1/69	General Liability	Bodily Injury Liability \$100,000. each person \$300,000. each occurrence \$300,000. aggregate products
		Property Damage Liability \$100,000. each occurrence \$100,000. aggregate premises - operations \$100,000. aggregate protective products \$100,000. aggregate contractual
(c) Liberty Mutual Insurance Company AE1-121-010461-168 1/1/68 to 1/1/69	Automobile Liability	Bodily Injury Liability \$200,000. each person \$500,000. each occurrence Property Damage Liability \$100,000. each occurrence



INSURANCE COMPANY OF NORTH AMERICA

It is agreed that Schedule A, Schedule of Underlying Insurance (7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As result of any one occurrence on account of Personal injury, Property damage or advertising offense or any combination thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date 2/14/68	at the hour specified in the policy.	Part of Policy No. XBC 4 17 12
Issued to Hopeman Lumber and Manufacturing Company, Inc.		

H. V. Lucas
Authorized Agent

Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA

r1 10/30

Madison Hunt Jr
President



SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XBC 41712

3. WAYNE MANUFACTURING CORPORATION

Carrier, Policy Number & Period	Type of Policy	Applicable Limits
(a) Liberty Mutual Insurance Company WC1-121-010461-198R 1/1/68 to 1/1/69	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability \$500,000. one accident
(b) Liberty Mutual Insurance Company LG1-121-010461-208R 1/1/68 to 1/1/69	General Liability	Bodily Injury Liability \$100,000. each person \$300,000. each occurrence \$300,000. aggregate products Property Damage Liability \$100,000. each occurrence \$100,000. aggregate premises - operations \$100,000. aggregate protective \$100,000. aggregate products \$100,000. aggregate contractual
(c) Travelers Indemnity Company SLA 7747032 10/25/67 to 10/25/68	Automobile Liability	Bodily Injury Liability \$200,000. each person \$500,000. each occurrence Property Damage Liability \$100,000. each occurrence



INSURANCE COMPANY OF NORTH AMERICA

It is agreed that Schedule A, Schedule of Underlying Insurance
(7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As result of any one occurrence
on account of Personal injury,
Property damage or advertising
offense or any combination
thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date 2/14/68	at the hour specified in the policy.	Part of Policy No. XBC 4 17 12
Issued to Wayne Manufacturing Corporation		

H. C. Fuchs

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
INSURANCE COMPANY OF NORTH AMERICA

rl 10/30

Madison Hunt Jr

President



SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XBC 41712

4. ROYSTON MANUFACTURING CORPORATION

Carrier, Policy Number & Period	Type of Policy	Applicable Limits
(a) Liberty Mutual Insurance Company WC1-121-010461-228R 1/1/68 to 1/1/69	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability \$500,000. one accident
(b) Liberty Mutual Insurance Company LGL-121-010461-238R 1/1/68 to 1/1/69	General Liability	Bodily Injury Liability \$100,000. each person \$300,000. each occurrence \$300,000. aggregate products Property Damage Liability \$100,000. each occurrence \$100,000. aggregate premises - operations \$100,000. aggregate protective products \$100,000. aggregate contractual
(c) Liberty Mutual Insurance Company AE1-121-010461-168 1/1/68 to 1/1/69	Automobile Liability	Bodily Injury Liability \$200,000. each person \$500,000. each occurrence Property Damage Liability \$100,000. each occurrence



INSURANCE COMPANY OF NORTH AMERICA

It is agreed that Schedule A, Schedule of Underlying Insurance (7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As result of any one occurrence on account of Personal injury, Property damage or advertising offense or any combination thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date 2/14/68	at the hour specified in the policy.	Part of Policy No. XBC 4 17 12
Issued to Royston Manufacturing Corporation		

H. R. Fuchs

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA

r1 10/30

Madison M. Smith Jr.

President



SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XBC 41712

5. HOPEMAN BROTHERS, INC., SPECIFIC POLICIES FOR WORK AT INGALLS
 SHIPBUILDING, PASCAGOULA, MISSISSIPPI

Carrier, Policy Number & Period	Type of Policy	Applicable Limits
(a) American Mutual Liability Insurance Company WC 942528-01-7-E 3/1/67 to 3/1/68	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability \$500,000. one accident
(b) American Mutual Liability Insurance Company BLPL 942528-02-7-E 3/1/67 to 3/1/68	General Liability	Bodily Injury Liability \$100,000. each person \$300,000. each occurrence \$300,000. aggregate products Property Damage Liability \$100,000. each occurrence \$100,000. aggregate premises - operations \$100,000. aggregate protective products \$100,000. aggregate contractual
(c) Liberty Mutual Insurance Company AE1-121-010461-168 1/1/68 to 1/1/69	Automobile Liability	Bodily Injury Liability \$200,000. each person \$500,000. each occurrence Property Damage Liability \$100,000. each occurrence



INSURANCE COMPANY OF NORTH AMERICA

It is agreed that Schedule A, Schedule of Underlying Insurance (7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As result of any one occurrence on account of Personal injury, Property damage or advertising offense or any combination thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date 2/14/68	at the hour specified in the policy.	Part of Policy No. XBC 4 17 12
Issued to Hopeman Brothers, Inc., Specific Policies for work at Ingalls Shipbuilding, Pascagoula, Mississippi		

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
INSURANCE COMPANY OF NORTH AMERICA

r1.10/30

President



SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XBC 41712

6. A. W. HOPEMAN AND SONS COMPANY AND HOPEKO SUPPLY CORPORATION

Carrier, Policy Number & Period	Type of Policy	Applicable Limits
(a) Liberty Mutual Insurance Company WC1-181-013754-118 1/1/68 to 1/1/69	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability \$500,000. one accident
(b) Liberty Mutual Insurance Company LG1-181-013754-128 1/1/68 to 1/1/69	General Liability	Bodily Injury Liability \$100,000. each person \$300,000. each occurrence \$300,000. aggregate products Property Damage Liability \$100,000. each occurrence \$100,000. aggregate premises - operations \$100,000. aggregate protective \$100,000. aggregate products \$100,000. aggregate contractual
(c) Liberty Mutual Insurance Company AE1-181-013754-138 1/1/68 to 1/1/69	Automobile Liability	Bodily Injury Liability \$200,000. each person \$500,000. each occurrence Property Damage Liability \$100,000. each occurrence



INSURANCE COMPANY OF NORTH AMERICA

It is agreed that Schedule A, Schedule of Underlying Insurance (7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As result of any one occurrence on account of Personal injury, Property damage or advertising offense or any combination thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date 2/14/68	at the hour specified in the policy.	Part of Policy No. XBC 4 17 12
Issued to A.W. Hopeman and Sons Company and Hopeko Supply Corporation		

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the INSURANCE COMPANY OF NORTH AMERICA

r1 10/30

President



SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XBC 41712

7. Hopeman Bros. Inc. and Hopeman Brothers (Canada) Ltd., Canadian Operations

Only

Carrier, Policy Number & Period	Type of Policy	Applicable Limits
(a) Not Applicable	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability \$ - - - one accident
(b) Liberty Mutual Insurance Company LG1-121-010461-158 1/1/68 to 1/1/69	General Liability	Bodily Injury Liability \$100,000. each person \$300,000. each accident/ occurrence \$300,000. aggregate products Property Damage Liability \$100,000. each occurrence \$100,000. aggregate premises - operations \$100,000. aggregate protective \$100,000. aggregate products \$100,000. aggregate contractual



INSURANCE COMPANY OF NORTH AMERICA

It is agreed that Schedule A, Schedule of Underlying Insurance (7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As result of any one occurrence on account of Personal injury, Property damage or advertising offense or any combination thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date 2/14/68	at the hour specified in the policy.	Part of Policy No. XBC 4 17 12
Issued to Hopeman Brothers Inc. and Hopeman Brothers (Canada) Ltd., Canadian Operations Only		

D. V. Fuchs

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
INSURANCE COMPANY OF NORTH AMERICA

Medford Smith Jr

rl 10/30

President

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INSURANCE COMPANY OF NORTH AMERICA

In consideration of the premium charged it is understood and agreed that the Declarations are amended in part to read as follows:

Retained Limit - INA's Limit of Liability

Retained Limit
Item 1 - \$4,800,000.00

It is further agreed that Schedule A, Schedule of Underlying Insurance (7 Schedules) are amended by the addition of the following:

Lloyds of London \$4,800,000.00 - As the result of any one occurrence on account of personal injury, property damage or advertising offense or any combination thereof.

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date	February 14, 1968	at the hour specified in the policy.	Part of Policy No. XBC 41712
Issued to	Hopeman Brothers Inc., Etal		

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the
INSURANCE COMPANY OF NORTH AMERICA

C-1762 100M 4-2-68 Ptd. in U.S.A.

President.

REND. 24815

RENEWAL ENDORSEMENT

IN CONSIDERATION OF THE PAYMENT OF AN ADDITIONAL
ADVANCE PREMIUM OF Six Hundred and 00/100 (\$600.00)
DOLLARS IT IS HEREBY UNDERSTOOD AND AGREED THAT THE POLICY
TO WHICH THIS ENDORSEMENT IS ATTACHED IS CONTINUED IN FORCE
FOR A FURTHER PERIOD OF One (1) MONTHS AND SHALL
EXPIRE ON THE DATE SHOWN AT 12:01 A.M., STANDARD TIME AT THE
PLACE DESIGNATED IN SAID POLICY.

It is agreed that the Company's limit of liability is amended
to read as follows:

"5,000,000 each occurrence Bodily Injury Liability
or Property Damage Liability or both combined,
subject to a \$5,000,000 aggregate where applicable."

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

THIS ENDORSEMENT, EFFECTIVE	FORMS A PART OF POLICY NO.	ISSUED FOR THE POLICY PERIOD:
February 14, 1971	XBC 41712	FROM: 2-14-71 TO: 3-14-71

To Hopeman Brothers Inc., et al.

By INSURANCE COMPANY OF NORTH AMERICA

3/18/jk

Not valid unless countersigned by a duly authorized representative of the company.

Countersigned: [Signature]

Authorized Representative

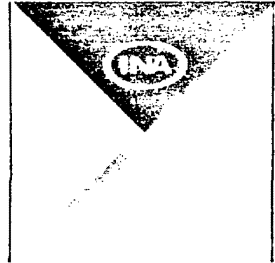
[Signature]

President

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BIG TOP



EXCESS BLANKET CATASTROPHE LIABILITY POLICY

SPECIALLY PREPARED FOR

HOPEMAN BROTHERS INC., ET AL.

PRESENTED BY

JOHN C. KEMP INC.



INSURANCE COMPANY OF NORTH AMERICA

Confidential

HBI002051

HUNTON ANDREWS KURTH LLP
Joseph P. Rovira (*pro hac vice* pending)
Catherine A. Rankin (*pro hac vice* pending)
600 Travis Street, Suite 4200
Houston, Texas 77002
Telephone: (713) 220-4200

HUNTON ANDREWS KURTH LLP
Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Telephone: (804) 788-8200

Proposed 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.** :
 :
 :
 :
 :
 :

**DEBTOR’S WITNESS AND EXHIBIT LIST FOR
SEPTEMBER 10, 2024 HEARING AT 10:00 A.M. (PREVAILING EASTERN TIME)**

The above-captioned debtor and debtor-in-possession (the “Debtor”) respectfully submits the following as their Witness and Exhibit List for the first-day hearing to be held on September 10, 2024, at 10:00 A.M. (prevailing Eastern Time) (the “Hearing”) as follows:

DEBTOR’S WITNESS LIST

1. The Debtor reserves the right to call the following witnesses at the Hearing:
 - a. Chris Lascell; and
 - b. Ron Van Epps

2. The Debtor reserves the right to examine or cross-examine any witness called by any other party.

3. The Debtor is prepared to seek the admission of any witness's declaration into evidence, proffer or forgo any direct testimony (reserving the right for re-direct), and make such witness available for questioning by the Court and any other party in interest, if any. The Debtor also reserves the right to call any witness, including a corporate representative, to authenticate or establish the foundation for any exhibit on the Debtor's list.

DEBTOR'S EXHIBIT LIST

4. The Debtor identifies the documents on the Exhibit List attached hereto as **Exhibit A** as those it may offer at the Hearing.

5. The Debtor reserves the right to supplement or amend its Exhibit List to (i) address documents produced by other parties recently or in the future; (ii) use and/or admit into evidence any exhibit identified on the exhibit list of any other party; and/or (iii) use and/or admit into evidence any exhibit used for impeachment purposes.

6. In addition to the documents and exhibits identified on Exhibit A, the Debtor reserves the right to offer or otherwise use at the Hearing: (i) documents or exhibits identified on the exhibit list of any other party or party-in-interest; (ii) pleadings filed by the parties in this matter; (iii) additional exhibits reasonably necessary to respond to issues presented during the Hearing; and (iv) charts, graphs, timelines, enlargements, models, or other demonstrative exhibits.

7. By listing an exhibit on this list, the Debtor does not concede that any particular exhibit is admissible or that it is admissible for all purposes. The Debtor reserves the right to object to admission of any document. The Debtor reserves the right to amend or supplement their exhibit list, or to add or subtract exhibits, prior to the conclusion of the Hearing. The Debtor also reserves the right to request the Court to take judicial notice of any exhibits as necessary.

Dated: September 9, 2024
Richmond, Virginia

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

Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
HUNTON ANDREWS KURTH LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Telephone: (804) 788-8200
Facsimile: (804) 788-8218
Email: tpbrown@HuntonAK.com
hlong@HuntonAK.com

- and -

Joseph P. Rovira (admitted *pro hac vice*)
Catherine A. Rankin (admitted *pro hac vice*)
HUNTON ANDREWS KURTH LLP
600 Travis Street, Suite 4200
Houston, TX 77002
Telephone: (713) 220-4200
Facsimile: (713) 220-4285
Email: josephrovira@HuntonAK.com
crankin@HuntonAK.com

Proposed Counsel for the Debtor and Debtor-in-Possession

EXHIBIT A

DEBTOR’S HEARING EXHIBIT LIST

Hearing Date: September 10, 2024

EXHIBIT NO.	DOCUMENT DESCRIPTION	ADMITTED
Debtor’s Ex. 1	<i>Declaration of Christopher Lascell in Support of Chapter 11 Petition and First Day Pleadings of Hopeman Brothers, Inc.</i> [Docket No. 8]	
Debtor’s Ex. 2	List of Known Protected Parties – Exhibit A to Reply in Support of Motion to Stay [Docket No. 157]	
Debtor’s Ex. 3	Sample Hoffman Claimants Complaint [Bates Nos. HBI000112-HBI000130] – Exhibit B-1 to Reply in Support of Motion to Stay [Docket No. 157]	
Debtor’s Ex. 4	Sample Roussel Claimants Complaint [Bates Nos. HBI000453-HBI000511] – Exhibit B-2 to Reply in Support of Motion to Stay [Docket No. 157] and related Third Party Complaint of HII in same case	
Debtor’s Ex. 5	Sample Hoffman Claimants Complaint [Bates Nos. HBI000532-HBI000553] – Exhibit B-3 to Reply in Support of Motion to Stay [Docket No. 157]	
Debtor’s Ex. 6	By-Laws [Bates Nos. HBI004027-HBI004038] – Exhibit C to Reply in Support of Motion to Stay [Docket No. 157]	
Debtor’s Ex. 7	Sample Shared Insurance Policy [HBI002016-HBI002054] – Exhibit D to Reply in Support of Motion to Stay [Docket No. 157]	
Debtor’s Ex. 8	List of Direct Action Lawsuits – Exhibit 1 to <i>Interim Order Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants</i> [Docket No. 35]	
Debtor’s Ex. 9	Hopeman Insurance Coverage Map [Bates Nos. HBI004063 -HBI004065]	
Debtor’s Ex. 10	Hopeman – Louisiana Indemnity and Defense Spend During 2019-2023 [Bates Nos. HBI004294-HBI004295]	
Debtors Ex. 11	Settlement Agreement and Release and the related Indemnification and Hold Harmless Agreement entered into with Liberty Mutual Insurance Company (“LMIC”), both effective as of March 21, 2003 (the “ <u>LMIC Agreements</u> ”) ¹	

¹ The LMIC Agreements, by their terms, are confidential documents, and despite request, LMIC has been unwilling to waive confidentiality to allow the Debtor’s free use of the agreements in open court in this bankruptcy case or to share the documents with parties-in-interest who request copies of the agreements. LMIC has only agreed to date that the Debtor can produce the LMIC Agreements in response to discovery subject to an appropriate confidentiality agreement. LMIC has advised the Debtor that LMIC (...continued)

EXHIBIT NO.	DOCUMENT DESCRIPTION	ADMITTED
	Any written direct testimony filed by witnesses the Debtor will call at the Hearing.	
	Any documents necessary for rebuttal.	
	Any exhibit designated by any other party.	

will be filing a motion for a protective order to be considered at the September 10 hearing concerning access to the LMIC Agreements and their use in Court. The Debtor may seek to introduce the LMIC Agreements as exhibits at the September 10 hearing, with Court approval, and in the interim will also produce the LMIC Agreements to any party-in-interest upon entry into an appropriate confidentiality agreement.

Douglas M. Foley (Bar No. 34364)
KAUFMAN & CANOLES, P.C.
Two James Center
1021 E. Cary St., Suite 1400
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Tel: 804-771-5746
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Douglas R. Gooding (*PHV forthcoming*)
CHOATE, HALL & STEWART LLP
Two International Place
Boston, MA 02110
Tel: 617-248-5000
Fax: 617-502-5277
dgooding@choate.com

Counsel for Liberty Mutual Insurance Company

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

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

**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”).¹

¹ 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).²

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

² 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 9th 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

Douglas M. Foley (Bar No. 34364)

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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

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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 Hopenan 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 Hopenan 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
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Exhibit C

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

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

**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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- and -

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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:

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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And

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Email: jwest@spottsfain.com
Email: churley@spottsfain.com
*Local Counsel for Boling Law Firm and Law Office
of Philip C. Hoffman*

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

McGuireWoods LLP

Gateway Plaza

800 East Canal Street

Richmond, VA 23219-3916

T: +1 804 775 7487

F: +1 804 698 2255

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McGuireWoods

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dgooding@choate.com

Counsel for Liberty Mutual Insurance Company

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

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

**LIBERTY’S MOTION FOR EXPEDITED
HEARING CONCERNING LIBERTY’S EMERGENCY
MOTION FOR ENTRY OF PROTECTIVE ORDER**

Liberty Mutual Insurance Company (“Liberty”) seeks entry of an order, substantially in the form attached hereto as Exhibit A (the “Order”), granting an expedited hearing pursuant to Rule 9006(c) of the Federal Rules of Bankruptcy Procedure and Rule 9013-1(N) of the Local Rules of Practice of the United States Bankruptcy Court for the Eastern District of Virginia, in connection with *Liberty Mutual Insurance Company’s Assented-to Emergency Motion for Entry of Protective Order* (the “Motion for Protective Order”), which Liberty filed today. Debtor does not oppose Liberty’s request for expedited consideration of its Motion for Protective Order during the hearing scheduled for September 10, 2024 at 10:00 a.m. Liberty respectfully states as follows in support of its Motion for Expedited Hearing:

5. Accordingly, Liberty requests that this Court adjudicate Liberty's Motion for Protective Order on an expedited basis, in order to prevent the imminent public disclosure of the Confidential Agreements during the September 10 Hearing.

6. Debtor assents to Liberty's Motion for Protective Order and does not oppose Liberty's request that the Court hear Liberty's Motion for Protective Order on an expedited basis during the September 10 Hearing.

Notice Period

7. Liberty hereby requests that the Motion for Protective Order be heard by the Court during the hearing scheduled for September 10 at 10:00 a.m., prevailing Eastern Time.

Notice

8. Notice of this Motion will be provided via first class mail, facsimile or email (where available) to the Service List. Liberty submits that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, Liberty requests that the Court grant an expedited hearing with respect to its Motion for Protective Order and award any further relief the Court deems proper.

Date: September 9, 2024

Respectfully submitted,

/s/ Douglas M. Foley

Douglas M. Foley (Bar No. 34364)

KAUFMAN & CANOLES, P.C.

Two James Center

1021 E. Cary St., Suite 1400

Richmond, VA 23219

Telephone: 804-771-5746

Facsimile: 804-771-5746

Email: dmfoley@kaufcan.com

– and –

Douglas R. Gooding (*PHV forthcoming*)
CHOATE, HALL & STEWART LLP
Two International Place
Boston, MA 02110
Telephone: (617) 248-5000
Facsimile: (617) 502-5277
Email: dgooding@choate.com

Counsel for Liberty Mutual Insurance Company

CERTIFICATION

Pursuant to Local Rules of this Court, I certify that:

1. I am a member of the Bar of this Court.
2. I have carefully examined this matter and have concluded that there is a true need for an emergency hearing.
3. I have not created the emergency through the lack of diligence.
4. A bona fide effort to resolve the matter could not be made without a hearing.

/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

EXHIBIT A

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

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

[PROPOSED] ORDER GRANTING EXPEDITED HEARING

Upon consideration of Liberty Mutual Insurance Company’s Motion for Expedited Hearing Concerning Liberty’s Motion for Protective Order, the Court hereby orders that it will hear Liberty’s Motion for Protective Order during the hearing scheduled for September 10 at 10:00 a.m., prevailing Eastern Time, prior to the potential disclosure of the Confidential Agreements.

Richmond, Virginia, this ____ day of _____, 2024.

Bankruptcy Judge Keith L. Phillips

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

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

ORDER GRANTING EXPEDITED HEARING

Upon consideration of Liberty Mutual Insurance Company’s Motion for Expedited Hearing Concerning Liberty’s Motion for Protective Order, the Court hereby orders that it will hear Liberty’s Motion for Protective Order during the hearing scheduled for September 10 at 10:00 a.m., prevailing Eastern Time, prior to the potential disclosure of the Confidential Agreements.

Sep 9 2024

Richmond, Virginia, this ____ day of _____, 2024.

/s/ Keith L Phillips

Bankruptcy Judge Keith L. Phillips

WE ASK FOR THIS:

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Entered On Docket: Sep 9 2024

Counsel to Liberty Mutual Insurance Company

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dgooding@choate.com

Counsel for Liberty Mutual Insurance Company

**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 [CORRECTED]**

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”).¹

¹ 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,

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.

Debtor has reviewed Liberty's Proposed Protective Order, and Debtor assents to this Motion and Liberty's Proposed Protective Order in the form attached as Exhibit A.

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

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").

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. Debtor assents to Liberty's Motion and its Proposed Protective Order in the form attached as Exhibit A.

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).²

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

² 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.

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 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. *T. Long Email* (8/22/24) ("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"); *T. Long Email* (8/30/24) ("As discussed, we received the attached document requests from Huntington that also require production of the LMIC agreements"); *see also Ex. B* (UCC Discovery Requests); *Ex. C* (BLL/LOPH Discovery Requests); *Ex. D* (Huntington Discovery Requests).

13. Debtor also has advised Liberty that the Confidential Agreements might be discussed during the hearing scheduled for September 10. *T. Long Email* (9/3/24)

14. In lieu of a protective order, Debtor sought to negotiate confidentiality agreements with the Requesting Parties. *T. Long Email* (8/22/24) ("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"); *T. Long Email* (8/28/24) ("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. *T. Long Email* (9/3/24) ("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 9th 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 T. Long Email* (9/3/24) ("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 conferred with Debtor’s counsel since September 4 to discuss this Motion and the Proposed Protective Order. Debtor’s counsel reviewed the Proposed Protective Order. On September 7, 2024, Debtor assented to Liberty’s Motion; on September 8, Debtor assented to Liberty’s Proposed Protective Order in the form attached as Exhibit A.

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).

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. *E.g.*, *Therapia Staffing*, 2021 U.S. Dist. LEXIS 263933 at *6-7 (“With respect to the Confidential Settlement Agreement, the Court finds that the agreement by its terms provides for the agreement to be treated as confidential between QBS and Therapia, and, accordingly, the settlement amount and specific terms of the Confidential Settlement Agreement are confidential nonpublic business information”).

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 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

Douglas M. Foley (Bar No. 34364)

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Counsel for Liberty Mutual Insurance Company

CERTIFICATE OF CONFERRAL

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”. On September 7, 2024, Debtor assented to Liberty’s Motion; on September 8, Debtor assented to Liberty’s Proposed Protective Order in the form attached as Exhibit A.

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 Counsel for the Official Committee of Unsecured Creditors

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Jeffrey S. Raskin (*pro hac vice* to be filed)
One Market, Spear Street Tower, 28th Floor
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Telephone: (415) 442-1000

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
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Exhibit C

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

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

**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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*Local Counsel for Boling Law Firm and Law Office
of Philip C. Hoffman*

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

McGuireWoods LLP

Gateway Plaza

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Richmond, VA 23219-3916

T: +1 804 775 7487

F: +1 804 698 2255

sboehm@mcguirewoods.com

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McGuireWoods

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

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

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 “Liberty Mutual Confidential Agreements”) -- along with any documents and/or correspondence related directly to the Liberty Mutual Confidential Agreements and designated as “CONFIDENTIAL” in accordance with this Order (collectively, the Liberty Mutual Confidential Agreements and related documents and/or correspondence are referenced as “Liberty Mutual 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 Liberty Mutual 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 Liberty Mutual Protected Material, but also: (1) any information copied or extracted from Liberty Mutual Protected Material; (2) all copies, excerpts, summaries, or compilations of Liberty Mutual Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that would reveal Liberty Mutual Protected Material. However, the protections conferred by this Order do not cover the following information, whether or not it is Liberty Mutual 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 Liberty Mutual Protected

Material pursuant to this Order, and the Bankruptcy Court shall retain jurisdiction to enforce the terms of this Order.

III. DESIGNATION OF LIBERTY MUTUAL PROTECTED MATERIAL.

Any Party that produces, provides, or makes available Liberty Mutual Protected Material (a “Producing Party”) must designate Liberty Mutual Protected Material as “Confidential”. With respect to Liberty Mutual 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 Liberty Mutual Protected Material.

With respect to testimony given in deposition or in other pretrial or trial proceedings that concerns Liberty Mutual Protected Material, such testimony must be designated “CONFIDENTIAL” as appropriate by the person using such Liberty Mutual 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 Liberty Mutual Protected Material. A document previously designated as Liberty Mutual 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 Liberty Mutual Protected Material and notes, electronic images, or databases containing Liberty Mutual Protected Material (“Derivative Information”) shall be treated as Liberty Mutual Protected Material in accordance with the provisions of this Order to the same extent as the Liberty Mutual Protected Material or information from which such Derivative Information is made or derived.

IV. ACCESS TO AND USE OF LIBERTY MUTUAL PROTECTED MATERIAL.

4.1 Use of Liberty Mutual Protected Material.

A Party that receives Liberty Mutual Protected Material from the Producing Party (a “Receiving Party”) may use such Liberty Mutual Protected Material solely for the purposes of the Chapter 11 Case and related proceedings 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 Liberty Mutual 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). Liberty Mutual Protected Material must be stored and maintained by a Receiving Party in a secure manner that ensures that access is limited to the persons authorized under this Order.

4.2 Disclosure of Liberty Mutual Protected Material.

Unless otherwise ordered by the Bankruptcy Court, a Receiving Party may disclose any Liberty Mutual 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 Liberty Mutual Protected Material To Court.

A Party may not file in the public record any Liberty Mutual Protected Material unless such material is filed under seal in accordance with this paragraph. A Party that seeks to file any Liberty Mutual Protected Material with the Bankruptcy Court must file such Liberty Mutual 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 Liberty Mutual 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 Liberty Mutual 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 Liberty Mutual Protected Material at trial or any hearing to be held in open court, counsel for any Party who desires to offer or use such Liberty Mutual 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 Liberty Mutual 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.

In the absence of (1) the agreement of Liberty Mutual and the Debtor or (2) an Order from the Bankruptcy Court, a party cannot offer or use Liberty Mutual Protected Material at trial or during any hearing in open court unless the Liberty Mutual Protected Material is redacted and/or sealed so as to preserve the confidentiality of its terms and provisions.

V. LIBERTY MUTUAL 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 Liberty Mutual 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 Liberty Mutual 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 Liberty

Mutual 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 Liberty Mutual 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 Liberty Mutual 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 LIBERTY MUTUAL PROTECTED MATERIAL.

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Liberty Mutual 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 Liberty Mutual 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 Liberty Mutual 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 in the Chapter 11 Case or related proceedings is subject to the provisions of this Order with respect to such deposition. When Liberty Mutual 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 Liberty Mutual 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.

VIII. 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 Liberty Mutual Protected Material. The Debtor's emergence from Bankruptcy shall not relieve the Parties from their responsibility to maintain the confidentiality of Liberty Mutual 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 Liberty Mutual 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.

IX. 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 Liberty Mutual Protected Material" includes all copies, abstracts, compilations, summaries, Derivative Information, and any other format reproducing or capturing any of the Liberty Mutual Protected Material. Whether the Liberty Mutual 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 Liberty Mutual 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 Liberty Mutual 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 Liberty Mutual Protected Material. A Receiving Party's obligations under this paragraph shall not require the destruction or return of Liberty Mutual 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 Liberty Mutual Protected Material remains confidential, the terms of this Order shall remain binding.

Sep 12 2024

Richmond, Virginia, this ____ day of _____, 2024.

/s/ Keith L Phillips

Bankruptcy Judge Keith L. Phillips

Entered On Docket: Sep 13 2024

****END OF ORDER****

WE ASK FOR THIS:

s/ Douglas M. Foley

Douglas M. Foley (VSB No. 34364)
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Counsel to Liberty Mutual Insurance Company

Seen and No Objection:

/s/ David Sean Cox
David Sean Cox (Admitted *Pro hac vice*)
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Counsel to the Debtor

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

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

/s/ Douglas M. Foley

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: _____

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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. :
:
:
:

**SECOND INTERIM ORDER EXTENDING THE AUTOMATIC STAY TO
ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS**

Upon the Motion of the above-captioned debtor (the “Debtor”) for Entry of an Interim and Final Order Extending the Automatic Stay to Stay Asbestos-Related Actions against Non-Debtor Defendants (the “Motion”)¹ [Docket No. 7]; 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 second interim order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the

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

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 the Court having entered a first interim order, on July 3, 2024 [Docket No. 35], approving the Motion on an interim basis; and the Court having held a second hearing to consider the relief requested in the Motion on September 10, 2024 (the “Hearing”); and upon the record herein; and after due deliberation thereon; and, for the reasons stated by the Court on the record at the Hearing, all objections to the relief sought in the Motion are overruled and the Court having determined there is good and sufficient cause for the relief granted in this Second Interim Order extending the stay to the Protected Parties, as set forth herein, for an additional six month period, under sections 105(a), 362(a)(1) and 362(a)(3) of the Bankruptcy Code, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted on a second interim basis, as set forth herein, for a period of six months (the “Stay Period”) from the date of the Hearing until March 10, 2025 (the “Stay Expiration Date”).
2. The Protected Parties are identified on **Exhibit 1** annexed hereto.
3. This Second Interim Order shall operate as a stay, applicable to all entities, of the commencement or continuation, including the issuance or employment of process, of any action against a Protected Party related to any asbestos-related claim against the Debtor, Wayne Manufacturing Company, Inc. (“Wayne”) and/or a current or former director or officer (“Debtor/Wayne Asbestos Claim”) of either during the Stay Period, including but not limited to the Direct Action Lawsuits identified on **Exhibit 2**.
4. All acts in violation of the stay are prohibited. This prohibition includes, without limitation: (a) the pursuit of discovery from the Protected Parties or their officers, directors,

employees or agents in any action stayed by this Second Interim Order, (b) the enforcement of any discovery order against the Protected Parties in any action stayed by this Second Interim Order; (c) further motions practice related to the foregoing; and (d) any collection activity on account of an asbestos-related claim involving the Debtor, Wayne and/or a Former D&O. For purposes of clarity, nothing in this paragraph 4 shall prohibit claimants from (i) continuing or commencing actions, including the Direct Action Lawsuits, against any defendant who is not a Protected Party and from pursuing discovery and motions practice in those non-stayed actions, as long as such discovery and motions practice is not undertaken in pursuit of asbestos-related claims against the Protected Parties; or (ii) continuing or commencing actions against any insurer listed on **Exhibit 1** hereto on account of any claim unrelated to a Debtor/Wayne Asbestos Claim, including from pursuing discovery or motions practice in such non-stayed actions .

5. Notwithstanding anything to the contrary in this Second Interim Order, any party asserting any asbestos-related claim related to or against the Debtor, Wayne and/or a current or former director or officer of either, including, without limitation, against any of the Protected Parties, may take reasonable steps during the Stay Period, without leave of the Court, to perpetuate the testimony of any person subject to this Second Interim Order who is not expected to survive the Stay Period or who otherwise is expected to be unable to provide testimony if it is not perpetuated during the Stay Period. If such a need arises, notice shall be provided to the Debtor, the Official Committee of Unsecured Creditors (“Committee”), and each of the other parties below that endorsed this Second Interim Order (collectively, the “Notice Parties”) by notifying counsel for each Notice Party of the need for perpetuation of such testimony. The Notice Parties shall have the right to object to the notice on any grounds they would have had if they were parties to the underlying proceeding and not subject to the terms of this Second Interim Order, and the Notice

Parties may raise any such objection with this Court. The use of such testimony in any appropriate jurisdiction shall be subject to the applicable procedural and evidentiary rules of such jurisdiction.

All parties reserve and do not waive any and all objections with respect to such testimony.

6. To the extent the Debtor requests that the Court extend the relief granted in this Second Interim Order beyond the Stay Period, the Debtor must file a motion with this Court to be considered by the Court on or before the Stay Expiration Date or by such other date as the Court may order.

7. Entry of this Order is without prejudice to the rights of any party to oppose any extension of the Stay Period that the Debtor may seek or to seek to appeal the granting of any such extension without having appealed this Second Interim Order.

8. The requirement under Local Rule 9013-1(F) to file a memorandum of law in connection with the Motion is waived.

9. The Debtor is authorized to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Motion, including without limitation seeking additional relief from this Court to enforce the terms of this Second Interim Order.

10. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Sep 20 2024

Dated: _____, 2024
Richmond, Virginia

/s/ Keith L Phillips

UNITED STATES BANKRUPTCY JUDGE

Entered On Docket: Sep 25 2024

WE ASK FOR THIS:

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

Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
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- and -

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Counsel for the Debtor and Debtor in Possession

SEEN AND NO OBJECTION AS TO FORM OF ORDER, WITH ALL OTHER RIGHTS RESERVED:

/s/ Jeffrey A. Liesemer

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/s/ Kollin G. Bender

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**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

Exhibit 1

Protected Parties

- 1. Insurers Who Provide (or in the case of Liberty Mutual Insurance Company provided) Shared Insurance Coverage to the Debtor, Wayne and Former D&Os:**
 - a. Liberty Mutual Insurance Company
 - b. Century Indemnity Company (as successor to CCI Insurance Company, as successor to Insurance Company of North American)
 - c. Westchester Fire Insurance Company
 - d. Continental Casualty Company
 - e. Fidelity & Casualty Company
 - f. Lexington Insurance Company
 - g. Granite State Insurance Company
 - h. Insurance Company of the State of Pennsylvania
 - i. National Union Fire Insurance Company of Pittsburgh, PA
 - j. General Reinsurance Corporation
- 2. Former D&Os of the Debtor and Wayne Who Are Also Covered Under the Debtor's Insurance Policies. The following Former D&Os are named in pending Direct Action Lawsuits with the Debtor and Wayne and, with the exception of Bertram C. Hopeman, are each deceased:**
 - a. Albert Arendt Hopeman, Jr. (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))
 - b. Bertram C. Hopeman (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))
 - c. Charles Johnson (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))
 - d. Kenneth Wood (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))

3. Current D&Os of the Debtor Who Have the Same Indemnification Rights as Former D&Os:

- a. Christopher Lascell
- b. Daniel Lascell
- c. Carrie Lascell Brown

Exhibit 2

Direct Action Lawsuits

Exhibit 2

Case Name	Case Number	Court	Claimant	Claimant's Counsel	Counsel to Avondale (Huntington)
1 Allo, III v. Huntington Ingalls, Inc., et. al.	2:23-cv-06006	USDC Eastern District of Louisiana	Charles Allo, III	David Melancon Irwin Fritchie Urquhart & Moore, LLC 400 Poydras St., Suite 2700 New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
2 Becker v. Huntington Ingalls Incorporated, et. al.	2:23-cv-06900	USDC Eastern District of Louisiana	Patricia Becker	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
3 Becnel v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-01124	USDC Eastern District of Louisiana	Darwin Kraemer, Rosanne Pierron, Cheryl Becnel and Wendy Vonlienen	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 2

4	Bourgeois v. Pennsylvania General Insurance Co., et. al.	2:24-cv-00337	USDC Eastern District of Louisiana	David and Emelda Bourgeois	Erin Bruce Saucier Didriksen, Saucier and Woods, PLC 3114 Canal Street New Orleans, LA 70119	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
5	Boutte, Sr. v. Huntington Ingalls Incorporated, et. al.	2:22-cv-03321	USDC Eastern District of Louisiana	Shelton A. Boutte, Sr. and Arlene Boutte	Madeline M. Dixon The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
6	Bracy v. ABB, Inc., et. al.	2:23-cv-06937	USDC Eastern District of Louisiana	Horace L. Bracy	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
7	Brignac v. Anco Insulations, Inc., et. al.	2:23-cv-03124	USDC Eastern District of Louisiana	Percy Brignac	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
8	Chalker v. Taylor-Seidenbach, Inc., et. al.	2023-13770	Civil District Court for the Parish of Orleans, State of Louisiana	Pamela Chalker	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	N/A

Exhibit 2

9	Constanza et al v. Huntington Ingalls Inc.	2:24-cv-00871	USDC Eastern District of Louisiana	Erica Dandry Constanza	Roussel & Clement 1714 Cannes Drive La Place, LA 70068	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
10	Daigle, III v. Anco Insolutions, Inc., et. al.	2:23-cv-01414	USDC Eastern District of Louisiana	Dennis Daigle, III, Kim Lombas, Michelle Trouillet, Eric Daigle, and Patrick Daigle	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
11	Ditcharo v. Union Pacific Railroad Company, et. al.	2022-10935	Civil District Court for the Parish of Orleans, State of Louisiana	Anthony J. Ditcharo	Jeremiah Boling Caroline Boling Benjamin Rumph LaCrisha McAllister Boling Law Firm, LLC 541 Julia Street, Suite 300 New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
12	Duran, Jr. v. Taylor-Seidenbach, Inc., et. al.	2023-13741	Civil District Court for the Parish of Orleans, State of Louisiana	Gilbert Duran, Jr.	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 2

13	Evans v. Taylor-Seidenbach, Inc., et. al.	2:23-cv-04241	USDC Eastern District of Louisiana	Manvin Evans	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002 N/A
14	Gistarve, Sr. v. Huntington Ingalls Industries, et. al.	2016-05797	Civil District Court for the Parish of Orleans, State of Louisiana	Joseph Gistarve, Sr.	Ron A. Austin Austin & Associates, L.L.C. 400 Manhattan Boulevard Harvey, LA 70058	N/A
15	Gomez v. Lamons Gasket Company, et. al.	2:23-cv-02850	USDC Eastern District of Louisiana	David Gomez	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
16	Hoffman, Jr. v. Huntington Ingalls Inc., et. al.	2022-07111	Civil District Court for the Parish of Orleans, State of Louisiana	Donald M. Hoffman, Jr., Charles S. Some, and Kathleen Whited	Stephen J. Austin Stephen J. Austin, LLC 1 Galleria Boulevard, Suite 1900 Metairie, LA 70001	N/A
17	Lagrange v. Eagle, Inc., et. al.	2:23-cv-00628	USDC Eastern District of Louisiana	Irma Lee Lagrange	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 2

18	Leboeuf, Jr. et al v. Huntington Ingalls Inc.	2024-04032	Civil District Court for the Parish of Orleans, State of Louisiana	Nolan J. Leboeuf, Jr.	Landry & Swarr 1100 Poydras St. Energy Centre – Suite 2000 New Orleans, LA 70163 -and- The Cheek Law Firm 650 Poydras Street, Ste 2310 New Orleans, LA 70130	N/A
19	Lewis v. Tayler-Seidenbach, Inc., et. al.	2:23-cv-06764	USDC Eastern District of Louisiana	Brouney Lewis and Monica Kelly-Lewis	Kevin B. Milano Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
20	Marcella, et. al. v. Huntington Ingalls, Incorporated et. al.	2:24-cv-00780	USDC Eastern District of Louisiana	Norma Marcella, Scott Marcella, Troy Marcella, and Toni Herbert, Individually and as Statutory Heirs of Decedent Ronald Marcella	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
21	McElwee v. Anco Insulations, Inc. et. al.	2:23-cv-03137	USDC Eastern District of Louisiana	Robert J. McElwee	Frank J. Swarr Mickey P. Landry Matthew Clark Landry & Swarr, LLC 1100 Poydras Street, Suite 2000 New Orleans, LA 70163 -and- Jeffery A. O'Connell The Nemeroff Law Firm Douglas Plaza 8226 Douglas Avenue, Suite 740 Dallas, Texas 75225	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 2

22	McIntyre v. Huntington Ingalls Incorporated, et. al.	2:23-cv-05048	USDC Eastern District of Louisiana	William McIntyre	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
23	Plaisance, Sr. v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-05426	USDC Eastern District of Louisiana	Corbet J. Plaisance, Sr.	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
24	Prude v. Fidelity and Casualty Insurance Company of New York, et. al.	2:23-cv-07197	USDC Eastern District of Louisiana	William "Buddy" Prude	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809 -and- Scott M. Galante Stephanie M. Hartman The Galante Litigation Group, LLC 816 Cadiz Street New Orleans, LA 70115	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
25	Ragusa, Jr., v. Louisiana Insurance Guaranty Association, et. al.	2:21-cv-01971	USDC Eastern District of Louisiana	Frank P. Ragusa, Jr.	Gerolyn P. Roussel Perry J. Roussel, Jr. Jonathan B. Clement Lauren R. Clement Benjamin P. Dinehart Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002

Exhibit 2

26	Rivet v. Huntington Ingalls Incorporated, et. al.	2:22-cv-02584	USDC Eastern District of Louisiana	Tommy Rivet	Gerolyn P. Rousel Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130 N/A
27	Robinson v. Anco Insulations, Inc., et. al.	2020-04867	Civil District Court for the Parish of Orleans, State of Louisiana	Melvin L. Robinson	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
28	Rogers v. Taylor-Seidenbach, Inc., et. al.	2:24-cv-01268	USDC Eastern District of Louisiana	John Rogers	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
29	Rudolph, et. al. v. Huntington Ingalls, Inc., et. al.	2019-04164	Civil District Court for the Parish of Orleans, State of Louisiana	Renee LaNasa Rudolph, Michael Anthony LaNasa, and Giles Paul LaNasa; on behalf of Wallace LaNasa, Jr.	Lewis O. Unglesby, Esq. Lance C. Unglesby, Esq. Jordan L. Bollinger, Esq. UNGLESBY LAW FIRM 246 Napoleon St. Baton Rouge, LA 70802 Timothy J. Falcon, Esq. FALCON LAW FIRM 5044 Lapalco Blvd. Marrero, LA 70072 J. Patrick Connick, Esq. 5201 Westbank Expressway, Ste. 100 Marrero, LA 70072 Wells T. Watson, Esq. Jeffrey T. Gaughan, Esq. B AGGETT, MCCALL, BURGESS, WATSON & GAUGHAN 3006 Country Club Rd. Lake Charles, LA 70605	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002

Exhibit 2

30	Sandifer v. Anco Insulations, Inc., et. al.	2023-10585	Civil District Court for the Parish of Orleans, State of Louisiana	Booker Sandifer	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
31	Sewire v. Anco Insulations, Inc., et. al.	2022-00676	Civil District Court for the Parish of Orleans, State of Louisiana	Patrick Sewire	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	N/A
32	Simoneaux v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-04263	USDC Eastern District of Louisiana	Michael Simoneaux	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
33	Thibodeaux et al v. General Electric Company, et al	2:24-cv-01111	USDC Eastern District of Louisiana	Reed Thibodeaux and Cynthia Thibodeaux	Ivan David Cason, Jr. Gori Law Firm 3647 McDonald Ave St. Louis, MO 63116 450 Laurel Street, Suite 1150 Baton Rouge, LA 70801	Timothy Farrow Daniels Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
34	Thomas v. American Automobile Insurance Company, et. al.	2022-00352	Civil District Court for the Parish of Orleans, State of Louisiana	Lisha Thomas, Samantha Thomas, and Shaundreika Shorty; wrongful death beneficiaries of Sam Thomas (aka Sam Carter Thomas)	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130 -and- Lindsey A. Cheek The Cheek Law Firm, LLC 650 Poydras Street, Suite 2310 New Orleans, LA 70130 -and- Spencer R. Doody Scott R. Bickford Larry J. Centola, III Martzell, Bickford & Centola 338 Lafayette Street New Orleans, LA 70130	N/A

Exhibit 2

35	Wilson v. Eagle, Inc., et al.	2024-03205	Civil District Court for the Parish of Orleans, State of Louisiana	Kenneth Wilson	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	N/A
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

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

**LIBERTY MUTUAL INSURANCE COMPANY'S
NOTICE OF INTENT TO REQUEST REDACTION**

Notice is hereby given that Liberty Mutual Insurance Company will submit a request for redaction of the transcript of the hearing held on September 10, 2024.

Date: September 26, 2024

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on September 26, 2024, a true copy of the foregoing 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

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

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

LIBERTY MUTUAL INSURANCE COMPANY’S REDACTION REQUEST

In accordance with the Confidentiality Agreement and Protective Order (Dkt. 206) (the “Liberty Protective Order”) and Docket Entry 228, Liberty Mutual Insurance Company (“Liberty Mutual”) respectfully requests that the following information be redacted from the transcript of the hearing held on September 10, 2024 (the “Redacted Information”):

PAGE	LINES	MANNER OF REDACTION	REASON FOR REDACTION
90	5-9	Lines redacted as reflected in <u>Ex. A</u>	Confidential pursuant to Dkt. No. 206
90	15-16	Lines redacted as reflected in <u>Ex. A</u>	Confidential pursuant to Dkt. No. 206
91	4-11	Lines redacted as reflected in <u>Ex. A</u>	Confidential pursuant to Dkt. No. 206
91	20-25	Lines redacted as reflected in <u>Ex. A</u>	Confidential pursuant to Dkt. No. 206

92	1-2	Lines redacted as reflected in <u>Ex. A</u>	Confidential pursuant to Dkt. No. 206
92	5-25	Lines redacted as reflected in <u>Ex. A</u>	Confidential pursuant to Dkt. No. 206
93	1-12	Lines redacted as reflected in <u>Ex. A</u>	Confidential pursuant to Dkt. No. 206

The Redacted Information includes description and discussion of Liberty Mutual Protected Material subject to the Liberty Protective Order, and therefore qualifies as Liberty Mutual Protected Material. *See* Dkt. No. 206 at 4 (“Extracts, summaries, compilations, and descriptions of Liberty Mutual Protected Material . . . shall be treated as Liberty Mutual Protected Material in accordance with the provisions of this Order to the same extent as the Liberty Mutual Protected Material or information from which such Derivative Information is made or derived”).

In accordance with Section III of the Liberty Protective Order, on October 3, 2024, Liberty Mutual advised the other parties that it has designated the Redacted Information as “Confidential”. *See* Dkt. No. 206 at 3. At the time of filing, no other party had voiced any objection.

Attached hereto as Exhibit A is an excerpt of the transcript reflecting Liberty Mutual’s requested redactions.

Date: October 9, 2024

Respectfully submitted,

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Exhibit A

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IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA (RICHMOND)

In Re:) Case No. 24-32428-KLP
) Richmond, Virginia
HOPEMAN BROTHERS, INC.,)
)
Debtor.) September 10, 2024
) 10:05 a.m.
-----)

TRANSCRIPT OF HEARING ON

1. "CASH MANAGEMENT MOTION" - MOTION OF THE DEBTOR FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTOR TO USE EXISTING BANK ACCOUNTS AND BUSINESS FORMS; AND (II) GRANTING THE DEBTOR AN EXTENSION OF TIME TO COMPLY WITH SECTION 345(B) OF THE BANKRUPTCY CODE [DOCKET NO. 5].
2. "NON-ASBESTOS CLAIM BAR DATE MOTION" - MOTION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) ESTABLISHING BAR DATES FOR SUBMITTING PROOFS OF NON-ASBESTOS CLAIM; (II) APPROVING PROCEDURES FOR SUBMITTING PROOFS OF NON-ASBESTOS CLAIM; (III) APPROVING NOTICE THEREOF; (IV) APPROVING A TAILORED PROOF OF NON-ASBESTOS CLAIM FORM; AND (V) GRANTING RELATED RELIEF [DOCKET NO. 74].
3. "CAPLIN & DRYSDALE APPLICATION" - APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO RETAIN AND EMPLOY CAPLIN & DRYSDALE, CHARTED AS THE COMMITTEE'S COUNSEL, EFFECTIVE NUNC PRO TUNC AS OF JULY 22, 2024 [DOCKET NO. 112] FILED BY THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS.
4. "CKSMM RETENTION APPLICATION" - APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) AUTHORIZING THE APPOINTMENT OF COURINGTON, KIEFER, SOMMERS, MARULLO & MATHERNE, L.L.C. AS SPECIAL ASBESTOS COUNSEL EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF [DOCKET NO. 72].
5. "SETTLEMENT PROCEDURES MOTION" - 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 [DOCKET NO. 54].
6. "MOTION TO STAY" - MOTION OF THE DEBTOR FOR ENTRY OF INTERIM AND FINAL ORDERS EXTENDING THE AUTOMATIC STAY TO STAY ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS [DOCKET NO. 7].
BEFORE THE HONORABLE KEITH L. PHILLIPS
UNITED STATES BANKRUPTCY JUDGE

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PROCEEDINGS RECORDED BY ELECTRONIC SOUND RECORDING.
TRANSCRIPT PRODUCED BY TRANSCRIPTION SERVICE.

Ron Van Epps - Direct

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1 A. Yeah. I mean, that's one of the things that complicates it
2 because it is an ongoing -- it is an ongoing disease. And so
3 there are questions about when you were first exposed and then
4 how that disease develops and when it manifests itself. And so
5 there are questions in different venues about how the policies
6 then respond to those -- those injuries.

7 Q. So as an example, just picking out something here, if you
8 had a date of first exposure in maybe 1974 and the disease
9 didn't manifest itself until 2020, which policies on this chart
10 might be involved?

11 A. Well, depending on what venue you're in, you could pick any
12 of those within that '74 to -- in this case, you can't go past
13 '85 because you don't have coverage that's responsive to
14 asbestos. But there are some venues that will say you have to
15 spread that evenly. So it's just not an easy answer.

16 Q. It's complicated?

17 A. It's complicated.

18 Q. And you have to go through that process to figure out which
19 stack you can reach, how high up the stack you can reach; is
20 that fair?

21 A. Yes.

22 Q. Okay. All right. Going back to the coverage map, you
23 mentioned Liberty is across the bottom, correct?

24 A. Yes.

25 Q. And are you aware at the time you arrived, working with

Ron Van Epps - Direct

1 Hopeman -- through LEFG? Is that the name of the --

2 A. LECG.

3 Q. LECG at the time, what was the Status of Liberty at the
4 time you arrived, the policies?

5 A. [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED].

10 Q. Okay. So your testimony is that Liberty had been paying on
11 their primary policy, correct?

12 A. Correct.

13 Q. Any sense of how much they paid under their primary
14 policies?

15 A. [REDACTED]

16 [REDACTED].

17 Q. Okay. And then were you made aware that there was an
18 actual agreement with Liberty reached, settlement agreement
19 reached?

20 A. Then you're talking about the 2003 settlement agreement or
21 the 1990?

22 Q. Well, let's start with the 1990. When you first arrived,
23 did someone inform you about the fact that Liberty had
24 agreements in place?

25 A. Yes.

Ron Van Epps - Direct

1 Q. And I'm not going to go into the particular terms of any of
2 those agreements, but what was your understanding of the
3 substance of the agreement?

4 A. [REDACTED]
5 [REDACTED]
6 [REDACTED] [REDACTED]
7 [REDACTED] [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED] [REDACTED]
11 [REDACTED]

12 Q. So let's talk particularly about what were the issues being
13 resolved that you're aware of in your agreement? Again, not
14 telling me how particular the agreement resolves all of them,
15 but what were the issues being resolved?

16 A. Okay. So understand that I didn't participate in that
17 agreement.

18 Q. Understood.

19 A. I was not part of it. So anything that I'll tell you is
20 based on our conversations. [REDACTED]
21 [REDACTED] [REDACTED]
22 [REDACTED]
23 [REDACTED] [REDACTED]
24 [REDACTED]
25 [REDACTED] [REDACTED]

Ron Van Epps - Direct

1 [REDACTED]

2 [REDACTED] [REDACTED]

3 Q. But do you understand that those issues were settled?

4 A. Those were settled.

5 Q. [REDACTED] [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 A. [REDACTED]

9 Q. [REDACTED] [REDACTED] [REDACTED]

10 [REDACTED]

11 A. [REDACTED].

12 Q. [REDACTED]

13 [REDACTED]

14 A. [REDACTED] [REDACTED]

15 Q. [REDACTED]

16 A. [REDACTED]

17 [REDACTED]

18 Q. [REDACTED] [REDACTED]

19 [REDACTED]

20 A. [REDACTED]

21 Q. [REDACTED]

22 A. [REDACTED]

23 [REDACTED]

24 [REDACTED] [REDACTED]

25 [REDACTED]

Ron Van Epps - Direct

1 Q. [REDACTED]

2 [REDACTED]

3 A. [REDACTED]

4 Q. [REDACTED]

5 A. [REDACTED]

6 Q. [REDACTED]

7 A. [REDACTED]

8 Q. [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 A. [REDACTED]

13 Q. And are indemnity provisions in your experience pretty
14 typical in a settlement agreement with an insurer?

15 A. Very common.

16 Q. And what would typically be an indemnity agreement? What
17 would it cover?

18 A. Well, the settling carrier would want indemnity from the
19 policyholder for anybody else that comes in to make a claim.
20 So another affiliate, another subsidiary that they don't
21 necessarily control that would come in and make a claim and try
22 to break up whatever agreement they had, they want protection
23 from that. They also want protection against contribution
24 rights from other insurance carriers. So you work hard to
25 get -- they release their contribution rights and get the

Ron Van Epps - Direct

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1 release of contribution rights from other settling insurers.

2 So what they're looking for when they -- in my experience,
3 what the insurers are looking for is some level of finality.
4 And if they -- if they don't have the indemnity back, they may
5 make payments and then have other people coming, making claims
6 on the same limits. And that's not part of their business
7 model.

8 Q. Are you aware of whether Liberty has suggested they will
9 bring an indemnity claim against Hopeman if they are not
10 protected by the motion of stay

11 A. Yes.

12 Q. Does that surprise you?

13 A. No.

14 Q. Why not?

15 A. I would fully expect them to make an indemnity claim.

16 Q. Okay. Are you familiar with the Louisiana direct action
17 lawsuits that have been brought against some of the former
18 directors and officers?

19 A. I am familiar that they've been brought, yes.

20 Q. Okay. And do you know whether Liberty has been sued in
21 those direct action lawsuits as insurer for Wayne?

22 A. Yes, that's my understanding.

23 Q. And to date do you know whether they have been named as
24 defendants as insurer for Hopeman?

25 A. I -- unless they were named recently, and I don't think

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

**NOTICE OF APPEAL BY THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS**

The Official Committee of Unsecured Creditors (“**Committee**”) of Hopeman Brothers, Inc. (“**Debtor**”) hereby appeals, in accordance with 28 U.S.C. § 158(a) and Rule 8001, et seq., of the Federal Rules of Bankruptcy Procedure, from the *Second Interim Order Extending the Automatic Stay to Asbestos-Related Actions Against Non-Debtor Defendants* [ECF No. 245]

("Order"), entered September 25, 2024, in the above-captioned bankruptcy case. The Order granted the relief requested by the Debtor in 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], filed on June 30, 2024. On August 30, 2024, the Committee filed the *Limited Objection of the Official Committee of Unsecured Creditors to the Debtor's Motion for Extension of the Automatic Stay to Enjoin Asbestos-Related Actions Against Non-Debtor Defendants* [ECF No. 141]. On September 9, 2024, the Debtor filed the *Omnibus Reply in Support of 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. 157].

The names of all parties to the Order, and the names, addresses, and telephone numbers of their respective attorneys, are as follows:

[The remainder of this page has been intentionally left blank]

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Dated: October 9, 2024

Respectfully submitted,

CAPLIN & DRYSDALE, CHARTERED

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*Special Insurance Counsel for the Official
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re: HOPEMAN BROTHERS, INC., Debtor.	Chapter 11 Case No. 24-32428 (KLP)
OFFICIAL COMMITTEE OF UNSECURED CREDITORS, Appellant, v. HOPEMAN BROTHERS, INC., Appellee.	Civil Action No. <u>3:24cv00717</u>

**MOTION OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS FOR LEAVE TO APPEAL FROM
SECOND INTERIM ORDER EXTENDING THE AUTOMATIC STAY**

Appellant, the Official Committee of Unsecured Creditors (“**Committee**”) of Hopeman Brothers, Inc., by and through its undersigned counsel, hereby moves this Court (by this “**Motion**”) for leave to appeal from the *Second Interim Order Extending the Automatic Stay to Asbestos-Related Actions Against Non-Debtor Defendants* (No. 24-32428-KLP, ECF No. 245) (“**Stay Order**”),¹ entered by the United States Bankruptcy Court for the Eastern District of Virginia (Phillips, J.) on September 25, 2024.

¹ A copy of the Stay Order is annexed hereto as **Exhibit A**. A copy of the partially redacted September 10, 2024 hearing transcript is annexed hereto as **Exhibit B**. Liberty Mutual Insurance Company designated as confidential certain portions of the September 10, 2024 hearing transcript in accordance with the Section III of the Confidentiality Agreement and Protective Order entered in the above-captioned bankruptcy case (No. 24-32428-KLP, ECF No. 206).

The Committee believes that the Stay Order is a final order that gives the Committee an appeal of right under 28 U.S.C. § 158(a)(1), or, in the alternative, that the Stay Order is immediately appealable under the collateral order doctrine. In either case, the Committee can present for appellate review all factual and legal issues connected with the Stay Order. Nevertheless, in an abundance of caution, the Committee makes this Motion, in accordance with 28 U.S.C. § 158(a)(3) and Rule 8004 of the Federal Rules of Bankruptcy Procedure, requesting leave of this Court to pursue interlocutory review of the questions of law described in the accompanying *Memorandum of Points and Authorities in Support of Motion of the Official Committee of Unsecured Creditors for Leave to Appeal from Second Interim Order Extending the Automatic Stay* (“**Memorandum**”).

For the reasons explained in the Memorandum, the Committee requests that this Court (1) determine that the Stay Order is final and appealable as of right, or alternatively, (2) determine that the Stay Order is immediately appealable under the collateral order doctrine, or alternatively, (3) grant the Committee leave to pursue an interlocutory appeal from the Stay Order on the questions of law described in the Memorandum, and in all events (4) grant such other and further relief as this Court deems just and appropriate.

Respectfully submitted,

CAPLIN & DRYSDALE, CHARTERED

/s/ Jeffrey A. Liesemer

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EXHIBIT A

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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. :
:
:
:

**SECOND INTERIM ORDER EXTENDING THE AUTOMATIC STAY TO
ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS**

Upon the Motion of the above-captioned debtor (the “Debtor”) for Entry of an Interim and Final Order Extending the Automatic Stay to Stay Asbestos-Related Actions against Non-Debtor Defendants (the “Motion”)¹ [Docket No. 7]; 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 second interim order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the

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

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 the Court having entered a first interim order, on July 3, 2024 [Docket No. 35], approving the Motion on an interim basis; and the Court having held a second hearing to consider the relief requested in the Motion on September 10, 2024 (the "Hearing"); and upon the record herein; and after due deliberation thereon; and, for the reasons stated by the Court on the record at the Hearing, all objections to the relief sought in the Motion are overruled and the Court having determined there is good and sufficient cause for the relief granted in this Second Interim Order extending the stay to the Protected Parties, as set forth herein, for an additional six month period, under sections 105(a), 362(a)(1) and 362(a)(3) of the Bankruptcy Code, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted on a second interim basis, as set forth herein, for a period of six months (the "Stay Period") from the date of the Hearing until March 10, 2025 (the "Stay Expiration Date").
2. The Protected Parties are identified on **Exhibit 1** annexed hereto.
3. This Second Interim Order shall operate as a stay, applicable to all entities, of the commencement or continuation, including the issuance or employment of process, of any action against a Protected Party related to any asbestos-related claim against the Debtor, Wayne Manufacturing Company, Inc. ("Wayne") and/or a current or former director or officer ("Debtor/Wayne Asbestos Claim") of either during the Stay Period, including but not limited to the Direct Action Lawsuits identified on **Exhibit 2**.
4. All acts in violation of the stay are prohibited. This prohibition includes, without limitation: (a) the pursuit of discovery from the Protected Parties or their officers, directors,

employees or agents in any action stayed by this Second Interim Order, (b) the enforcement of any discovery order against the Protected Parties in any action stayed by this Second Interim Order; (c) further motions practice related to the foregoing; and (d) any collection activity on account of an asbestos-related claim involving the Debtor, Wayne and/or a Former D&O. For purposes of clarity, nothing in this paragraph 4 shall prohibit claimants from (i) continuing or commencing actions, including the Direct Action Lawsuits, against any defendant who is not a Protected Party and from pursuing discovery and motions practice in those non-stayed actions, as long as such discovery and motions practice is not undertaken in pursuit of asbestos-related claims against the Protected Parties; or (ii) continuing or commencing actions against any insurer listed on **Exhibit 1** hereto on account of any claim unrelated to a Debtor/Wayne Asbestos Claim, including from pursuing discovery or motions practice in such non-stayed actions .

5. Notwithstanding anything to the contrary in this Second Interim Order, any party asserting any asbestos-related claim related to or against the Debtor, Wayne and/or a current or former director or officer of either, including, without limitation, against any of the Protected Parties, may take reasonable steps during the Stay Period, without leave of the Court, to perpetuate the testimony of any person subject to this Second Interim Order who is not expected to survive the Stay Period or who otherwise is expected to be unable to provide testimony if it is not perpetuated during the Stay Period. If such a need arises, notice shall be provided to the Debtor, the Official Committee of Unsecured Creditors (“Committee”), and each of the other parties below that endorsed this Second Interim Order (collectively, the “Notice Parties”) by notifying counsel for each Notice Party of the need for perpetuation of such testimony. The Notice Parties shall have the right to object to the notice on any grounds they would have had if they were parties to the underlying proceeding and not subject to the terms of this Second Interim Order, and the Notice

Parties may raise any such objection with this Court. The use of such testimony in any appropriate jurisdiction shall be subject to the applicable procedural and evidentiary rules of such jurisdiction. All parties reserve and do not waive any and all objections with respect to such testimony.

6. To the extent the Debtor requests that the Court extend the relief granted in this Second Interim Order beyond the Stay Period, the Debtor must file a motion with this Court to be considered by the Court on or before the Stay Expiration Date or by such other date as the Court may order.

7. Entry of this Order is without prejudice to the rights of any party to oppose any extension of the Stay Period that the Debtor may seek or to seek to appeal the granting of any such extension without having appealed this Second Interim Order.

8. The requirement under Local Rule 9013-1(F) to file a memorandum of law in connection with the Motion is waived.

9. The Debtor is authorized to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Motion, including without limitation seeking additional relief from this Court to enforce the terms of this Second Interim Order.

10. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Sep 20 2024

Dated: _____, 2024
Richmond, Virginia

/s/ Keith L Phillips

UNITED STATES BANKRUPTCY JUDGE

Entered On Docket: Sep 25 2024

WE ASK FOR THIS:

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

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SEEN AND NO OBJECTION AS TO FORM OF ORDER, WITH ALL OTHER RIGHTS RESERVED:

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/s/ Kollin G. Bender

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**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

Exhibit 1

Protected Parties

1. **Insurers Who Provide (or in the case of Liberty Mutual Insurance Company provided) Shared Insurance Coverage to the Debtor, Wayne and Former D&Os:**
 - a. Liberty Mutual Insurance Company
 - b. Century Indemnity Company (as successor to CCI Insurance Company, as successor to Insurance Company of North American)
 - c. Westchester Fire Insurance Company
 - d. Continental Casualty Company
 - e. Fidelity & Casualty Company
 - f. Lexington Insurance Company
 - g. Granite State Insurance Company
 - h. Insurance Company of the State of Pennsylvania
 - i. National Union Fire Insurance Company of Pittsburgh, PA
 - j. General Reinsurance Corporation
2. **Former D&Os of the Debtor and Wayne Who Are Also Covered Under the Debtor's Insurance Policies. The following Former D&Os are named in pending Direct Action Lawsuits with the Debtor and Wayne and, with the exception of Bertram C. Hopeman, are each deceased:**
 - a. Albert Arendt Hopeman, Jr. (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))
 - b. Bertram C. Hopeman (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))
 - c. Charles Johnson (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))
 - d. Kenneth Wood (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))

3. Current D&Os of the Debtor Who Have the Same Indemnification Rights as Former D&Os:

- a. Christopher Lascell
- b. Daniel Lascell
- c. Carrie Lascell Brown

Exhibit 2

Direct Action Lawsuits

Exhibit 2

Case Name	Case Number	Court	Claimant	Claimant's Counsel	Counsel to Avondale (Huntington)
1 Allo, III v. Huntington Ingalls, Inc., et. al.	2:23-cv-06006	USDC Eastern District of Louisiana	Charles Allo, III	David Melancon Irwin Fritchie Urquhart & Moore, LLC 400 Poydras St., Suite 2700 New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
2 Becker v. Huntington Ingalls Incorporated, et. al.	2:23-cv-06900	USDC Eastern District of Louisiana	Patricia Becker	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
3 Becnel v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-01124	USDC Eastern District of Louisiana	Darwin Kraemer, Rosanne Pierron, Cheryl Becnel and Wendy Vonlienen	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 2

4	Bourgeois v. Pennsylvania General Insurance Co., et. al.	2:24-cv-00337	USDC Eastern District of Louisiana	David and Emelda Bourgeois	Erin Bruce Saucier Didriksen, Saucier and Woods, PLC 3114 Canal Street New Orleans, LA 70119	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
5	Boutte, Sr. v. Huntington Ingalls Incorporated, et. al.	2:22-cv-03321	USDC Eastern District of Louisiana	Shelton A. Boutte, Sr. and Arlene Boutte	Madeline M. Dixon The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
6	Bracy v. ABB, Inc., et. al.	2:23-cv-06937	USDC Eastern District of Louisiana	Horace L. Bracy	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
7	Brignac v. Anco Insulations, Inc., et. al.	2:23-cv-03124	USDC Eastern District of Louisiana	Percy Brignac	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
8	Chalker v. Taylor-Seidenbach, Inc., et. al.	2023-13770	Civil District Court for the Parish of Orleans, State of Louisiana	Pamela Chalker	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	N/A

Exhibit 2

9	Constanza et al. v. Huntington Ingalls Inc.	2:24-cv-00871	USDC Eastern District of Louisiana	Erica Dandry Constanza	Roussel & Clement 1714 Cannes Drive La Place, LA 70068	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
10	Daigle, III v. Anco Insolutions, Inc., et. al.	2:23-cv-01414	USDC Eastern District of Louisiana	Dennis Daigle, III, Kim Lombas, Michelle Trouillet, Eric Daigle, and Patrick Daigle	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
11	Ditcharo v. Union Pacific Railroad Company, et. al.	2022-10935	Civil District Court for the Parish of Orleans, State of Louisiana	Anthony J. Ditcharo	Jeremiah Boling Caroline Boling Benjamin Rumph LaCrisha McAllister Boling Law Firm, LLC 541 Julia Street, Suite 300 New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
12	Duran, Jr. v. Taylor-Seidenbach, Inc., et. al.	2023-13741	Civil District Court for the Parish of Orleans, State of Louisiana	Gilbert Duran, Jr.	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 2

13	Evans v. Taylor-Seidenbach, Inc., et. al.	2:23-cv-04241	USDC Eastern District of Louisiana	Manvin Evans	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002 N/A
14	Gistarve, Sr. v. Huntington Ingalls Industries, et. al.	2016-05797	Civil District Court for the Parish of Orleans, State of Louisiana	Joseph Gistarve, Sr.	Ron A. Austin Austin & Associates, L.L.C. 400 Manhattan Boulevard Harvey, LA 70058	N/A
15	Gomez v. Lamons Gasket Company, et. al.	2:23-cv-02850	USDC Eastern District of Louisiana	David Gomez	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
16	Hoffman, Jr. v. Huntington Ingalls Inc., et. al.	2022-07111	Civil District Court for the Parish of Orleans, State of Louisiana	Donald M. Hoffman, Jr., Charles S. Some, and Kathleen Whited	Stephen J. Austin Stephen J. Austin, LLC 1 Galleria Boulevard, Suite 1900 Metairie, LA 70001	N/A
17	Lagrange v. Eagle, Inc., et. al.	2:23-cv-00628	USDC Eastern District of Louisiana	Irma Lee Lagrange	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 2

18	Leboeuf, Jr. et al v. Huntington Ingalls Inc.	2024-04032	Civil District Court for the Parish of Orleans, State of Louisiana	Nolan J. Leboeuf, Jr.	Landry & Swarr 1100 Poydras St. Energy Centre – Suite 2000 New Orleans, LA 70163 -and- The Cheek Law Firm 650 Poydras Street, Ste 2310 New Orleans, LA 70130	N/A
19	Lewis v. Tayler-Seidenbach, Inc., et. al.	2:23-cv-06764	USDC Eastern District of Louisiana	Brouney Lewis and Monica Kelly-Lewis	Kevin B. Milano Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
20	Marcella, et. al. v. Huntington Ingalls, Incorporated et. al.	2:24-cv-00780	USDC Eastern District of Louisiana	Norma Marcella, Scott Marcella, Troy Marcella, and Toni Herbert, Individually and as Statutory Heirs of Decedent Ronald Marcella	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
21	McElwee v. Anco Insulations, Inc. et. al.	2:23-cv-03137	USDC Eastern District of Louisiana	Robert J. McElwee	Frank J. Swarr Mickey P. Landry Matthew Clark Landry & Swarr, LLC 1100 Poydras Street, Suite 2000 New Orleans, LA 70163 -and- Jeffery A. O'Connell The Nemeroff Law Firm Douglas Plaza 8226 Douglas Avenue, Suite 740 Dallas, Texas 75225	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 2

22	McIntyre v. Huntington Ingalls Incorporated, et. al.	2:23-cv-05048	USDC Eastern District of Louisiana	William McIntyre	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
23	Plaisance, Sr. v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-05426	USDC Eastern District of Louisiana	Corbet J. Plaisance, Sr.	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
24	Prude v. Fidelity and Casualty Insurance Company of New York, et. al.	2:23-cv-07197	USDC Eastern District of Louisiana	William "Buddy" Prude	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809 -and- Scott M. Galante Stephanie M. Hartman The Galante Litigation Group, LLC 816 Cadiz Street New Orleans, LA 70115	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
25	Ragusa, Jr., v. Louisiana Insurance Guaranty Association, et. al.	2:21-cv-01971	USDC Eastern District of Louisiana	Frank P. Ragusa, Jr.	Gerolyn P. Roussel Perry J. Roussel, Jr. Jonathan B. Clement Lauren R. Clement Benjamin P. Dinehart Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002

Exhibit 2

26	Rivet v. Huntington Ingalls Incorporated, et. al.	2:22-cv-02584	USDC Eastern District of Louisiana	Tommy Rivet	Gerolyn P. Roussel Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130 N/A
27	Robinson v. Anco Insulations, Inc., et. al.	2020-04867	Civil District Court for the Parish of Orleans, State of Louisiana	Melvin L. Robinson	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	N/A
28	Rogers v. Taylor-Seidenbach, Inc., et. al.	2:24-cv-01268	USDC Eastern District of Louisiana	John Rogers	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
29	Rudolph, et. al. v. Huntington Ingalls, Inc., et. al.	2019-04164	Civil District Court for the Parish of Orleans, State of Louisiana	Renee LaNasa Rudolph, Michael Anthony LaNasa, and Giles Paul LaNasa; on behalf of Wallace LaNasa, Jr.	Lewis O. Unglesby, Esq. Lance C. Unglesby, Esq. Jordan L. Bollinger, Esq. UNGLESBY LAW FIRM 246 Napoleon St. Baton Rouge, LA 70802 Timothy J. Falcon, Esq. FALCON LAW FIRM 5044 Lapalco Blvd. Marrero, LA 70072 J. Patrick Connick, Esq. 5201 Westbank Expressway, Ste. 100 Marrero, LA 70072 Wells T. Watson, Esq. Jeffrey T. Gaughan, Esq. B AGGETT, MCCALL, BURGESS, WATSON & GAUGHAN 3006 Country Club Rd. Lake Charles, LA 70605	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002

Exhibit 2

30	Sandifer v. Anco Insulations, Inc., et. al.	2023-10585	Civil District Court for the Parish of Orleans, State of Louisiana	Booker Sandifer	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002 N/A
31	Sewire v. Anco Insulations, Inc., et. al.	2022-00676	Civil District Court for the Parish of Orleans, State of Louisiana	Patrick Sewire	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	N/A
32	Simoneaux v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-04263	USDC Eastern District of Louisiana	Michael Simoneaux	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
33	Thibodeaux et al v. General Electric Company, et al	2:24-cv-01111	USDC Eastern District of Louisiana	Reed Thibodeaux and Cynthia Thibodeaux	Ivan David Cason, Jr. Gori Law Firm 3647 McDonald Ave St. Louis, MO 63116 450 Laurel Street, Suite 1150 Baton Rouge, LA 70801	Timothy Farrow Daniels Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130 N/A
34	Thomas v. American Automobile Insurance Company, et. al.	2022-00352	Civil District Court for the Parish of Orleans, State of Louisiana	Lisha Thomas, Samantha Thomas, and Shaundreika Shorty; wrongful death beneficiaries of Sam Thomas (aka Sam Carter Thomas)	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130 -and- Lindsey A. Cheek The Cheek Law Firm, LLC 650 Poydras Street, Suite 2310 New Orleans, LA 70130 -and- Spencer R. Doody Scott R. Bickford Larry J. Centola, III Martzell, Bickford & Centola 338 Lafayette Street New Orleans, LA 70130	N/A

Exhibit 2

35	Wilson v. Eagle, Inc., et al.	2024-03205	Civil District Court for the Parish of Orleans, State of Louisiana	Kenneth Wilson	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	N/A
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EXHIBIT B

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IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA (RICHMOND)

In Re:) Case No. 24-32428-KLP
) Richmond, Virginia
HOPEMAN BROTHERS, INC.,)
)
Debtor.) September 10, 2024
) 10:05 a.m.
-----)

TRANSCRIPT OF HEARING ON

1. "CASH MANAGEMENT MOTION" - MOTION OF THE DEBTOR FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTOR TO USE EXISTING BANK ACCOUNTS AND BUSINESS FORMS; AND (II) GRANTING THE DEBTOR AN EXTENSION OF TIME TO COMPLY WITH SECTION 345(B) OF THE BANKRUPTCY CODE [DOCKET NO. 5].
2. "NON-ASBESTOS CLAIM BAR DATE MOTION" - MOTION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) ESTABLISHING BAR DATES FOR SUBMITTING PROOFS OF NON-ASBESTOS CLAIM; (II) APPROVING PROCEDURES FOR SUBMITTING PROOFS OF NON-ASBESTOS CLAIM; (III) APPROVING NOTICE THEREOF; (IV) APPROVING A TAILORED PROOF OF NON-ASBESTOS CLAIM FORM; AND (V) GRANTING RELATED RELIEF [DOCKET NO. 74].
3. "CAPLIN & DRYSDALE APPLICATION" - APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO RETAIN AND EMPLOY CAPLIN & DRYSDALE, CHARTED AS THE COMMITTEE'S COUNSEL, EFFECTIVE NUNC PRO TUNC AS OF JULY 22, 2024 [DOCKET NO. 112] FILED BY THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS.
4. "CKSMM RETENTION APPLICATION" - APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) AUTHORIZING THE APPOINTMENT OF COURINGTON, KIEFER, SOMMERS, MARULLO & MATHERNE, L.L.C. AS SPECIAL ASBESTOS COUNSEL EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF [DOCKET NO. 72].
5. "SETTLEMENT PROCEDURES MOTION" - 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 [DOCKET NO. 54].
6. "MOTION TO STAY" - MOTION OF THE DEBTOR FOR ENTRY OF INTERIM AND FINAL ORDERS EXTENDING THE AUTOMATIC STAY TO STAY ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS [DOCKET NO. 7].
BEFORE THE HONORABLE KEITH L. PHILLIPS
UNITED STATES BANKRUPTCY JUDGE

1 APPEARANCES:
2 For the Debtor: TYLER P. BROWN, ESQ.
3 HENRY P. LONG, III, ESQ.
4 HUNTON ANDREWS KURTH LLP
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6 Richmond, VA 23219
7
8 Proposed Special Asbestos
9 Counsel for the Debtor: KAYE N. COURINGTON, ESQ.
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11 COURINGTON, KIEFER, SOMMERS,
12 MARULLO & MATHERNE L.L.C.
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16 For Official Committee of
17 Unsecured Creditors: JEFFREY A. LIESEMER, ESQ.
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24 Counsel for Official Committee
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For Hoffman Claimants: MARK A. MINTZ, ESQ.
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For Liberty Mutual Insurance Company: DOUGLAS M. FOLEY, ESQ.
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PROCEEDINGS RECORDED BY ELECTRONIC SOUND RECORDING.

TRANSCRIPT PRODUCED BY TRANSCRIPTION SERVICE.

Colloquy

1 THE CLERK: All rise. The United States Bankruptcy
2 Court for the Eastern District of Virginia is now in session,
3 the Honorable Keith L. Phillips presiding. Please be seated
4 and come to order.

5 MR. BROWN: Good morning, Your Honor.

6 THE COURT: Good morning.

7 MR. BROWN: Tyler Brown of Hunton Andrews and Kurth,
8 here on behalf of the debtor Hopeman Brothers, Inc. Your
9 Honor, this morning with me at counsel table is my colleague
10 Toby Long.

11 And I want to introduce the Court to two people you'll
12 hear from today. The first on the very right in the back, is
13 Mr. Christopher Lascell. He is the president of Copeland
14 Brothers, Inc., and he's come down from the Boston area. And
15 to his right is Ronald Van Epps. He is with Stout and has come
16 in from Chicago today.

17 THE COURT: Good morning.

18 MR. BROWN: Your Honor, I want to thank the Court for
19 addressing a number of the certificates of no objection that
20 were filed. And we have a number of the orders now entered.
21 So it cleared out the docket a bit, if you will. We do have a
22 couple of uncontested matters, which I propose we take up
23 first, and then three contested matters, the last of which I
24 think will probably take the most time, which is the motion to
25 stay. And then I should mention, as well, there's an emergency

Colloquy

5

1 motion for a protective order, which we certainly ascended to
2 being heard today, and that probably should slide in just
3 before the motion to stay.

4 All right. So with that, Your Honor, I don't know if
5 the Court maybe had some questions about the first two matters,
6 but I'd ask Mr. Long, my colleague, to address the Court on
7 those changes that were made.

8 THE COURT: All right. Very well.

9 MR. LONG: Morning, Your Honor.

10 THE COURT: Good morning.

11 MR. LONG: Toby Long from Hunton Andrews Kurth on
12 behalf of the debtor. As Mr. Brown said, we thank Your Honor
13 for entering a number of the orders. In the uncontested items,
14 two of the orders were not entered, and I don't know if they're
15 stuck in docketing limbo or if Your Honor has questions, but
16 I'm here happy --

17 THE COURT: Well, I did have a question about the
18 nonasbestos claim bar date motion. I don't recall the other
19 order that I --

20 MR. LONG: Yes, sir. And I'll go ahead. So the first
21 one was with respect to the cash management order. It was the
22 final order that's been fully endorsed by the United States
23 Trustee. We got a couple of limited comments --

24 THE COURT: I thought I had -- I thought I had signed
25 that order.

Colloquy

1 MR. LONG: Okay.

2 THE COURT: It was my intention to sign it.

3 MR. LONG: Yes, sir. I will set that one aside and
4 move on to the nonasbestos bar date. And Your Honor, by that
5 motion, the debtor simply is seeking to set a bar date for
6 nonasbestos claims. As we've indicated in our first day
7 pleadings, the debtor's material obligations are its asbestos
8 claims. As we move forward to confirmation, we need to be
9 crystal clear on what our other liabilities are. We don't
10 think they're a lot, but we need to know those so we can move
11 forward with an orderly liquidation.

12 We got a couple limited comments from the committee on
13 that order, and one was to further define the definition of
14 asbestos claims. I have a blackline, if Your Honor would like
15 that, to help the discussions.

16 THE COURT: Well, it wasn't so much that as the amount
17 of time that's being provided in the proposed order where the
18 deadline, I believe, was October --

19 MR. LONG: October 15th.

20 THE COURT: 15th.

21 MR. LONG: Yes, sir. When we initially filed the
22 motion, we intended to have it heard on August 6th. And we'd
23 set the deadline -- I think it was September 15th. And so the
24 goal was to give people thirty days' notice, nine days more
25 notice than what's required under the Rules. We --

Colloquy

1 THE COURT: But don't the local rules typically
2 require ninety days from the date of the first --

3 MR. LONG: From the petition date would put you to
4 November 4th. But in this case, we'd also filed our plan and
5 our disclosure statement. And our goal is to sort of jump
6 ahead into other items is to get our settlement motion set.
7 Get that set for November 12th. And then set our disclosure
8 statement hearing shortly thereafter. And so by setting this
9 bar date at October 4, October 15th, it allows us to know a
10 complete picture of what our unsecured claims are so we can
11 move forward, then, with our plan and disclosure statement.

12 THE COURT: Well, there's a complication. The clerk,
13 for some reason, sent out a notice of commencement of case,
14 which is typically what the clerk's supposed to do but in these
15 types of cases, would not do if they had seen that I'd approved
16 the debtor's noticing motion. And so that notice indicated
17 that the bar date would be November 4th, which is typically
18 what it would be in most cases.

19 And now, that notice wasn't served on many people. I
20 think only several were served with it. But it's on the
21 docket, and it does say November 4th. So there is some
22 inconsistency there that some creditors may raise if they're
23 late filing their claim. And so to me, the easiest solution
24 would just be making it November 4th as the bar date, rather
25 than the October 15th date. But tell me why that would be a

Colloquy

1 problem.

2 MR. LONG: Your Honor, that would be fine if we set it
3 for November 4th. We saw that the clerk sent out that notice.
4 I think our new complex case procedures are new to all of us.
5 And under those procedures, the clerk isn't supposed to do that
6 in a complex case. And then they've done it in some of our
7 other cases before. And the committee gave us language to put
8 in the order that did say that that notice is null and void.

9 THE COURT: Oh, okay. Vacating the prior.

10 MR. LONG: Correct. So the order would then make that
11 clear. But again, if Your Honor wants it set --

12 THE COURT: Well, I saw that in the revised order. So
13 everybody else is fine with that date, apparently, but like I
14 said, if for some particular reason why it needs to be
15 accelerated, you've indicated you'd like to know what all the
16 claims are before the confirmation.

17 MR. LONG: We just want -- as you're going to hear a
18 number of times today, we just want to move this case forward.

19 THE COURT: Right.

20 MR. LONG: This is not a case to let languish in
21 bankruptcy. But again, if Your Honor wants it on November 4th,
22 we have no objection --

23 THE COURT: You're talking about three weeks longer?

24 MR. LONG: Yes, sir.

25 THE COURT: That might be better in terms of avoiding

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1 any potential complications further down the road. I know we
2 could probably put something on the docket that notifies
3 everyone that the original deadline is vacated. But if the
4 debtor is -- unless somebody has a problem with it, I think
5 going to November 4th might just make it easier.

6 MR. LONG: Again, Your Honor, that is just fine.

7 THE COURT: Okay.

8 MR. LONG: And if Your Honor doesn't object, what
9 we'll do is we'll just amend the revised order to change the
10 general bar date to November 4th and put the same in the
11 notice --

12 THE COURT: All right.

13 MR. LONG: -- and resubmit that, if that's okay with
14 Your Honor. Unless, of course, anybody else has any --

15 THE COURT: Well, and then you wouldn't need to vacate
16 the original notice unless it's -- I mean, that's just a
17 generic notice to all creditors, so I don't know if that
18 creates --

19 MR. LONG: Well, the only thing difference is it
20 doesn't tell where creditors where to file claims. And so the
21 notice we submitted gives specific instructions about where to
22 file claims. So if we take it up later where people aren't
23 sending them to the right spot, that could just avoid
24 confusion.

25 THE COURT: All right. Well, then let's make it

Colloquy

1 November 4th, unless somebody else has some comments they want
2 to raise.

3 All right. November 4th. So if you'll revise that
4 order --

5 MR. LONG: Yes, sir.

6 THE COURT: -- I'll enter that order. And then that
7 takes care of -- you said there was one other that we cleared
8 up and --

9 MR. LONG: There's one other. There's the Caplin &
10 Drysdale retention application. And I'll pass the podium over
11 to committee counsel.

12 THE COURT: Well, I thought I'd signed that too.
13 Maybe there's some that the clerk just hadn't docketed yet.

14 MR. LIESEMER: Your Honor, Jeffrey Liesemer of Caplin
15 & Drysdale, Chartered on behalf of the official committee of
16 unsecured creditors. We submitted last night a certificate of
17 no objection. And I understand that the proposed order was
18 uploaded.

19 THE COURT: I'd already signed the order before you
20 even --

21 MR. LIESEMER: Yeah.

22 THE COURT: -- submitted the certificate. So I don't
23 think that's an issue either.

24 MR. LONG: With that, Your Honor, then we can jump
25 into the contested item, and I'm going to hand the podium back

Colloquy

1 to Mr. Brown.

2 THE COURT: Very good.

3 MR. LONG: Thank you, Your Honor.

4 MR. BROWN: Thank you, Your Honor. Again, Tyler Brown
5 for the debtor. The next matter on the docket, Your Honor,
6 concerns, what I call, the Courington firm, rather than
7 referring to CKSMM, which is what the papers --

8 THE COURT: I'm good with that.

9 MR. BROWN: That's what I thought you would think. We
10 had, of course, noticed it up and did receive from the
11 committee an objection. And the committee is still standing on
12 that objection. I will point out that Ms. Kaye Courington is
13 now visible to the Court and is online.

14 Your Honor, just say a couple of words, and then I
15 would propose to put on a proffer from Mr. Lascell who could
16 testify if necessary, but he's certainly subject to cross. The
17 debtor firmly supports the Court approving the retention of the
18 Courington firm under 327(e) of the Code. In support, as I
19 said, we intend to offer just one witness, Mr. Lascell. And if
20 the Court will allow, I'm glad to read a proffer and make him
21 subject to cross.

22 THE COURT: Any objections to a proffer? The witness
23 will be subject to cross.

24 MR. LIESEMER: No objection, Your Honor.

25 THE COURT: All right. Thank you.

Colloquy

1 You may proceed.

2 MR. BROWN: Yes, sir. Your Honor, Mr. Lascell is
3 present in the courtroom. If called to testify on the subject
4 of the application of the Courington firm would testify as
5 follows.

6 He is the president of Hopeman Brothers, Inc. He
7 began serving as president in 2016, after his father, David
8 Lascell, then the sole officer of Hopeman and his prior general
9 counsel passed away. Mr. Lascell would testify when he first
10 became president, he quickly learned that Kaye Courington, a
11 lawyer in New Orleans, was invaluable to him and helped him to
12 manage the claims and the insurance process against the
13 company. Ms. Courington and her firm had been serving as
14 national litigation defense counsel for over twenty years, and
15 Ms. Courington personally have been involved over thirty years
16 in handling matters in Louisiana and the Gulf states and then
17 managing matters across the country.

18 Mr. Lascell has had numerous interactions with Ms.
19 Courington over the last eight years, and her advice and
20 assistance has been instrumental to him in handling the
21 company's affairs. Mr. Lascell would testify that Ms.
22 Courington has also been invaluable to the company on a great
23 many issues that arose pre-petition into preparing to file this
24 bankruptcy case, and in fact, post-petition.

25 Mr. Lascell would testify that Ms. Courington's firm

Colloquy

1 was charged post-petition with coordinating the filing of
2 suggestions of bankruptcy in all of the jurisdictions around
3 the country in which we had matters pending. He would testify
4 that since that time, she has handled numerous inquiries, not
5 only from plaintiff's lawyers, but from defense counsel and
6 others regarding the case. He would testify that she has
7 managed the collection and maintenance of historical
8 information for the debtor for years. Remember, the debtor has
9 no employees. Mr. Lascell came into this late, long after the
10 company no longer was in business.

11 Ms. Courington is the person with the most knowledge
12 about the facts and where to find the facts and also has been
13 involved in handling the claimants' information, collection,
14 and then assessing, of course, the claimants' claims to decide
15 whether or not to contest the claim or whether they appear to
16 be valid.

17 Mr. Lascell would testify the result of her long-term
18 role for Hopeman, Ms. Courington and members of her firm have
19 gained invaluable knowledge of the law in Louisiana as it
20 applies to asbestos claims, know most of the claimants'
21 counsel, and know the intricacies and the facts needed to
22 establish or defeat an asbestos bodily injury claim against
23 Hopeman. Mr. Lascell can confirm that Ms. Courington continues
24 to assist Hunton, its bankruptcy counsel, Blank Rome, its
25 coverage counsel, and Stout, its insurance and financial

Colloquy

1 adviser by providing them with information and consulting with
2 them about Hopeman and matters relating to the claims in the
3 post-petition period.

4 As I mentioned, because Hopeman has no employees to
5 rely on, it necessarily relies on the Courington firm for
6 facts. And in fact, if the Hopeman was going to try to educate
7 someone else about what she knows, what the firm knows, it
8 would take the personal involvement of Ms. Courington to do
9 that. It would be much more efficient to rely and have the
10 ability to rely on the Courington firm than to educate someone
11 new.

12 Certainly, Your Honor, if Louisiana lawsuits are
13 allowed to be filed based on opposition to the motion to stay
14 to be heard later today, Ms. Courington will be the one we
15 would turn to to help deal with matters in the Louisiana
16 courts. She has already been a source of Louisiana law
17 expertise on matters that arose very early post-petition in
18 this case by some of the objectors in the courtroom today.

19 Mr. Lascell would testify that Ms. Courington is well
20 aware of the desire to establish through this Chapter 11 a fair
21 and equitable process. And even though that may mean the end
22 of much of her work, she has gladly cooperated and assisted us
23 with formulating some of those plans.

24 Mr. Lascell would testify that he has reviewed the
25 disclosures that her firm has made, and he's not aware of any

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1 conflict that causes him concern or concern to the debtor of
2 the estate of an adversity. In addition, nothing in Mrs.
3 Courington's disclosures give him any concern about working
4 with her in the future to carry out the goals of the case.

5 And then finally, Mr. Lascell would testify that for
6 all these reasons, he believes that the debtor retaining Ms.
7 Courington's firm is the best -- is in the best interest of the
8 estate.

9 Those are the -- that is the testimony from Mr.
10 Lascell, and I'd offer him for cross at this point.

11 THE COURT: Does anyone wish to cross-examine Mr.
12 Lascell?

13 MR. LIESEMER: No, Your Honor.

14 THE COURT: All right. Thank you.

15 Then I will accept that testimony. Is there any other
16 evidence you'd like to offer?

17 MR. BROWN: No other evidence, Your Honor. The
18 debtors rest.

19 THE COURT: All right. Thank you.

20 Does anyone else wish to offer any evidence in
21 connection with this application?

22 MR. LIESEMER: No, Your Honor.

23 THE COURT: No? All right. Any arguments?

24 MR. BROWN: Yes, Your Honor. Your Honor, as the Court
25 is well aware, debtor typically is given a wide latitude to

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1 decide which professionals to employ to prosecute the case.
2 And that particularly applies in a Chapter 11 case. And in
3 this kind of case where the debtor has a long history of
4 retaining a counsel, relying on a counsel, that's an important
5 factor to consider whether or not to employ someone as special
6 counsel. And as the evidence reflects, Hopeman has employed
7 some of these lawyers for close to thirty years and used them
8 as national counsel for twenty years.

9 There is significant institutional knowledge not only
10 of the facts, but of, also, of course, the law and the nuances
11 that apply in considering asbestos bodily injury claims that
12 have been asserted against Hopeman. The firm knows Louisiana
13 law, which has been raised by a number of the objectors. And
14 of course, as I mentioned from Mr. Lascell, in the event we
15 need Louisiana counsel, she is available.

16 The decision to retain the firm, to us, was obvious.
17 She brings a world of knowledge, a world of great business
18 acumen, and knows the facts like no one else. And without an
19 employee to know the facts, she really is critical.

20 Your Honor, I'm not sure I appreciate fully why the
21 committee opposes the retention. Perhaps it's merely because
22 Ms. Courington for many years has been on the other side,
23 representing someone against the claimants. But the guardrails
24 of Section 327(e) are met here. The only restrictions, of
25 course, are that the counsel must be retained for a specialized

Colloquy

17

1 purpose, not to represent the debtor in conducting the case.
2 We're restructuring counsel. She has her lane with respect to
3 asbestos-related matters. We have Blank Rome, who has got
4 their lane on insurance coverage issues. And we have Stout, of
5 course, who has got their lane. We, as debtors' counsel, of
6 course, will be in charge of monitoring and making sure
7 everyone stays in their lane. But she satisfies that prong,
8 Your Honor.

9 Then the firm also doesn't represent or hold an
10 interest adverse to the matters on which they're going to
11 represent the debtor. We see absolutely no adversity, nothing
12 on the list that gives Mr. Lascell any cause, and nothing that
13 the restructuring lawyers gives us any concern about.

14 So Your Honor, we think Ms. Courington's firm
15 satisfies 327(e). She easily passes that test. And Your
16 Honor, I think that the two issues that were really raised by
17 the committee are that they don't think Ms. Courington's firm's
18 services are necessary.

19 THE COURT: Yeah, that was what I understood. It was
20 not so much who it is, but whether it's necessary.

21 MR. BROWN: Well, we certainly think she is necessary.
22 We have relied on her, both pre-petition and post-petition.
23 She has served a valuable role in dealing not only with
24 suggestions of bankruptcy, in dealing with stay violations that
25 have happened since we have filed. She has advised about

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1 Louisiana law subjects that have been raised. She's advised
2 about nuances that relate to how particular coverages are
3 resolved in Louisiana courts. Lots of issues, and we expect
4 many more. And her services have been very valuable.

5 I mentioned as well that she is the keeper of the
6 facts, and what I mean by that is there is a warehouse in
7 Waynesboro. I think I explained this on the first day. 6,000-
8 square feet of historical records and employee records, records
9 about construction projects, about the joiner packages, all of
10 that stuff is stored, and her firm has helped access and knows
11 where to find the information that they need to address
12 particular claims. That is valuable information. That's going
13 to be valuable information down the road, hopefully when we get
14 to a trust and begin resolving some of these claims.

15 But secondly, the argument is that her role somehow is
16 inconsistent with the role for a fiduciary of the estate, and
17 we disagree. Just because Ms. Courington was defending claims
18 and trying to identify which claims were valid versus which
19 claims were not valid, that doesn't mean she was trying to
20 minimize recoveries from the insurance policies we had. She
21 was trying to resolve claims, and to the extent we had a
22 settlement, her interests were to maximize recoveries from the
23 insurance companies to save the estate money. So I see zero
24 inconsistency with those roles, Your Honor.

25 I think that the arguments of the committee are

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1 fundamentally flawed, and I think there couldn't be a more
2 obvious case that employing the Courington firm will be
3 efficient, save the estate money, and is in its best interest.
4 So I think the Court should find that the exercise of its
5 discretion by the debtor to employ Ms. Courington's firm under
6 327(e) should be approved, and it's in the best interest of the
7 estate. Thank you.

8 THE COURT: Thank you.

9 MR. LIESEMER: Good morning, Your Honor.

10 THE COURT: Good morning.

11 MR. LIESEMER: Jeffrey Liesemer, on behalf of the
12 committee. I think Your Honor said it right. Our concern
13 pertains to the mission that the Courington firm is proposed to
14 undertake. This is not about personal vendettas at all. We
15 are reminded repeatedly -- this is also in the debtor's reply
16 briefs filed yesterday -- that this is a case of finite amount
17 of resources, limited resources in the estate to pay
18 professionals. And this would be the debtor's fourth
19 professional that it would be bringing on to be paid out of the
20 estate.

21 As you heard, Your Honor, the Courington firm has been
22 a long-time national coordinating defense counsel for the
23 debtor. In this case, the debtor has set this Chapter 11 case
24 on a trajectory in which it will monetize its remaining
25 insurance coverage, it will put the settlement proceeds from

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1 those settlements into a Chapter 11 liquidating trust, and then
2 claimants will be able to -- will have recourse against that
3 trust. And whether they have claims eligible for payment will
4 turn on whether the eligibility is found in the claims
5 resolution procedures that have already been proposed in
6 connection with the debtor's plan of liquidation.

7 So from the committee's perspective, our concern is,
8 well, do we really need a long-time pre-petition asbestos
9 defense lawyer here, when really the central issue in this case
10 as it's been presented by the debtor, is monetizing the
11 insurance and getting the debtor underway with a liquidation.
12 Since the debtor doesn't have an operating business, it's not
13 returning to the tort system. And so the mission and the
14 proposal here seems mismatched for a case of limited resources.

15 THE COURT: Well, isn't the mission typically
16 undertaken by general counsel for the debtor? That's their
17 responsibility. But then in the meantime there are peripheral
18 matters that require special counsel. I mean, I note proposed
19 special insurance counsel for the official committee of
20 unsecured creditors is on some of the pleadings, the Morgan
21 Lewis firm. So it's not unusual for the professionals in the
22 case to seek assistance from specialized practitioners. Right.

23 MR. LIESEMER: Right. And we found out yesterday --
24 and this was in Mr. Brown's proffer, we found out yesterday
25 that the Courington firm has been coordinating the filing of

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1 suggestions of bankruptcy around the country. Has been
2 addressing stay violations. I have a feeling that these are
3 inadvertent stay violations, but they need to be addressed,
4 nevertheless.

5 And so we don't want to -- there is a role and some
6 work that's already been undertaken post-petition that we don't
7 feel that necessarily that the Courington firm should be cut
8 off from and not receiving any sort of compensation.

9 We suggest, in light of the new evidence, that a
10 balanced approach be taken, in which the Courington firm is
11 allowed to proceed as an ordinary course professional, and we
12 arrange some sort of fee cap, such as 25,000 dollars. And this
13 is similar in other cases with ordinary course professionals.
14 If the work of the Courington firm exceeds the fee cap, then
15 the Court has discretion to raise the cap for cause. But we
16 don't think it's necessary here to bring the Courington firm on
17 as a full-time estate professional.

18 THE COURT: I understand.

19 Does anyone else wish to be heard in connection with
20 the application for the Courington firm?

21 Mr. Brown, do you have something else you'd like to
22 add?

23 MR. BROWN: Just very quick comments, Your Honor.
24 First of all, we think the ordinary course is just ignoring the
25 issue. Let's deal with the issue under 327(e), rather than

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1 push it into a category where nobody looks. This is an
2 important issue.

3 I think it's also important to talk about limited
4 resources. Ms. Courington's firm charges 200, 300-dollars an
5 hour. Compare that with some of the retention applications
6 you've just considered.

7 Ms. Courington's firm already has contributed post-
8 petition to the claims procedures that we've talked about. And
9 of course, you've heard that she has made other contributions.
10 It's not a big role. We don't think it's going to be a big
11 role. But if there are concerns about what the firm
12 undertakes, that can be reviewed fee application time. That's
13 a different issue than the retention of chosen counsel under
14 327(e). Thank you, Your Honor.

15 THE COURT: Well, I don't really see this as a
16 ordinary course situation myself. And I do think, as you point
17 out, that there are mechanisms to -- or guardrails in place to
18 monitor the fees. In fact, even a better guardrail, perhaps,
19 because the fees would need to be approved on an ongoing basis.

20 Well, I have looked at the application and the
21 declarations and the objection and the reply and note that
22 there are no other objections, other than the committee. The
23 U.S. Trustee has raised no objection. And case law does
24 establish that the Court should give deference to the debtor
25 and its right to choose its counsel. I don't know that the

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1 choice of counsel is the issue here.

2 But I do believe that the debtors have set forth a
3 reasonable basis to employ special asbestos counsel. And I
4 believe that the proposed retention of the Courington firm
5 complies with the requirements of 327(e) of the Bankruptcy
6 Code. It's consistent with the good faith judgment of the
7 debtor. And I do find that the Courington firm is
8 disinterested under Sections 101, 14, and 328(c). And I will
9 approve its employment as special counsel if you'll submit that
10 order.

11 MR. BROWN: We will. Thank you, Your Honor.

12 THE COURT: And please have the U.S. Trustee endorse
13 the order for its form.

14 MR. BROWN: Yes. We will.

15 THE COURT: Okay. Thank you.

16 MR. BROWN: Thank you, Judge. The next step is the
17 settlement procedures motion. I'd ask Mr. Long to take that as
18 well.

19 MR. LONG: Morning, again, Your Honor. For the
20 record, Toby Long on behalf of the debtor. The next item, as
21 Mr. Brown indicated, is the settlement procedures motion.

22 Your Honor, by this motion, and as in the revised
23 order that we filed with the Court attached to our reply, what
24 we're asking this Court to do today is two things. Is, one, to
25 set a hearing on the two pending insurance settlement motions.

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24

1 This is the Chubb insurance settlement motion that we filed way
2 back on the petition date on, on June 30th at docket number 5.
3 And it's what we call the certain settling insurers settlement
4 motions. It's a mouthful, so I'm just going to call them the
5 settlement motions. But that, we filed shortly after the
6 petition date on July 10th at docket number 53.

7 We are asking this Court to schedule those for a
8 hearing no earlier than sixty days. We have an omnibus hearing
9 on November 12th. That is what we're going to ask the Court
10 today.

11 Second, we're asking --

12 THE COURT: And I noticed that you have submitted a
13 revised order. You're asking only that these two settlement
14 motions be heard. So is there still opposition or a
15 significant opposition in light of the revisions?

16 MR. LONG: I haven't heard that those revisions
17 resolved any objections. And I think, when we jump ahead and
18 talk about the opposition, what we saw from the -- three
19 objections, Your Honor. And so to jump ahead, one was filed by
20 Huntington, one was filed by the committee, and one was filed
21 by a group of Louisiana claimants that are all represented
22 there. Louisiana law firm is the Roussel firm. So in our
23 papers, we call them the Roussel claimants.

24 We've resolved Huntington's objection. If you saw and
25 I'm happy to pass forward the revised order of the blackline,

Colloquy

1 Huntington was -- Huntington was easy, Your Honor. In
2 paragraph 3, all Huntington asked us to do in the second
3 sentence is delete "absent for this further notice and approval
4 of the Court". So the second sentence of that paragraph is now
5 going to be, "No other insurer settlement motions shall be
6 considered at the approval hearing." It makes crystal clear
7 that these settlement procedures only relate to the two
8 insurance settlement motions that are pending.

9 There was some fear that maybe a third one would be
10 filed and we would get limited notice out, but no, that is not
11 the case. We filed those settlement procedures very early on
12 in the case because, as Mr. Leissner was just indicating, the
13 critical issue in this case is these insurance settlement
14 motions. We could have just set those on twenty-one days'
15 notice under the Bankruptcy Rules, under our local rules. But
16 as is common in complex cases with significant relief, with
17 sale motions, with settlement motions, we wanted the Court to
18 approve those procedures early in this case so we could get
19 notice out as quickly as possible and as soon as possible.

20 And with the revisions we now have in this order, I
21 think the issue before this Court, no one's objected to the
22 proposed procedures. It's just objected to when we schedule
23 it. And the motion to continue is asked us to push out the
24 settlement procedures motion to --

25 THE COURT: And there is a pending motion to continue,

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1 which perhaps I should take up first? Does that make sense?

2 MR. LIESEMER: That is correct, Your Honor. There is
3 actually two. Yes.

4 MR. LONG: What I think, Your Honor, is, is that the
5 key point that we want to make and what I think is the issue
6 today for all of these reliefs and why we filed the
7 consolidated reply is, is sixty days sufficient notice to
8 consider the relief in the settlement motions. I mean, as we
9 discussed with Your Honor, you'll talk about the motion to
10 stay.

11 THE COURT: Sure.

12 MR. LONG: But as we discussed with Your Honor, the
13 first day motion on the motion to stay, it is critical in these
14 cases to set these pleadings for a hearing. Once you set these
15 for a hearings, people start to move quickly. They move
16 quickly with their discovery. You have deadlines. You move
17 this case. This is a case that needs to move forward. As Mr.
18 Liesemer just said, this is a case with limited resources that
19 we don't want to languish in bankruptcy.

20 And so I think the question before us is, is sixty day
21 notice enough notice and before sort of hand the podium over to
22 take over Mr. Liesemer's motion to continue, there were
23 comments that were made in that motion to continue about the
24 debtor obstructing discovery. And I want to be crystal clear,
25 and I hope it was crystal clear in our reply, that we have not

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1 obstructed discovery in any way.

2 The biggest issue, as we pointed out in reply, as soon
3 as the committee was pointed back on July 22nd, we gave them a
4 confidentiality agreement. We said, sign this confidentiality
5 agreement. We got a lot of confidential information. Somebody
6 said, we need to get you, and we can't get you under the notice
7 provisions, under the confidentiality provisions in those
8 agreements. Sign this confidentiality agreement. It wasn't
9 until yesterday that we got that signed confidentiality
10 agreement back.

11 The only discovery that's been served on us by the
12 committee was in connection with the motion to stay. They
13 served that discovery on us. It involved eleven
14 interrogatories. It involved twenty-seven document requests.
15 They served that on us and asked for responses in nine days.

16 I didn't talk to my family. I didn't sleep. I was
17 working to get them those responses. We got them 4,200 pages
18 of documents. We answered all eleven of their interrogatories.
19 We answered all twenty-seven of their document requests. And
20 in those, we made crystal clear, there is one confidential
21 document that's relevant to the motion to stay. Sign your
22 confidentiality agreement, and we'll get it to you.

23 So I personally, for the effort I put in, take offense
24 when they say we've obstructed effort. If there's any problem
25 with them not getting responsive documents at this stage in the

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1 case, Your Honor, that's squarely on the committee.

2 But as we sit here, that's a problem that's easy to
3 rectify. We set the sixty days out. That's a lot of time to
4 do discovery. At this point, the motions have been pending for
5 over two months. It is time. There's a lot more people out
6 there in the committee that we need to see this very
7 significant relief that we want to be involved.

8 If they want a discovery, let them have that
9 opportunity. Let them know where these documents are. But we
10 can't do this. We can't move this case forward unless we set
11 it for a hearing. And we submit, Your Honor, that that sixty
12 days is plenty of time.

13 THE COURT: Well, the motions were filed early on in
14 the case, but the committee's counsel probably wasn't appointed
15 until somewhat more recently --

16 MR. LONG: July 22nd.

17 THE COURT: Okay.

18 MR. LONG: So twelve days after the motion.

19 THE COURT: All right.

20 MR. LONG: And so almost two months ago.

21 THE COURT: Well, and as I perceive it, the real issue
22 is whether there's sufficient time to conduct discovery
23 because, as you indicated, these are significant issues in the
24 case. And I'm sure that's what the committee's going to
25 suggest is they need more time to prepare.

Colloquy

1 And so have the parties discussed an accelerated
2 discovery procedure or some type of discovery that would enable
3 you to be able to conduct a hearing in November?

4 MR. LONG: Well, we'd encouraged them to give us
5 document requests that relate to what we finally had, the
6 confidentiality agreement so we can start to work on it. But
7 at this point in time, other than the document request with
8 related to the motion to stay, we haven't gotten any document
9 requests beyond that.

10 THE COURT: Okay.

11 MR. LONG: And so yes, you're right, Your Honor. We
12 need to move forward. And I think sixty days is more than
13 sufficient time. And I would urge the committee to send us
14 those document requests so we can absolutely move forward. But
15 again, I think we'll all be helped if we set it for the hearing
16 and to give other people the opportunity to participate as
17 well.

18 THE COURT: All right. Very well. Well, the --
19 I'm sorry. Yes, ma'am.

20 MS. SIEG: For the record, Your Honor, Beth Sieg
21 representing Huntington Ingalls Industries. Very happy to be
22 back in my home court.

23 THE COURT: Nice to see you.

24 MS. SIEG: Mr. Long is correct. We did resolve our
25 objection to the procedures motion as he described.

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1 I just wanted to note for the record that we don't
2 take a position on when the procedures motion should be set for
3 final hearing. I didn't want to suggest that we're opposed to
4 what you're about to hear from the parties that want to set it
5 at a later date. But we have resolved our objection to the
6 order.

7 THE COURT: All right. Very good. Thank you.

8 MS. SIEG: Thank you, Judge.

9 MR. LIESEMER: Jeffrey Liesemer, again, on behalf of
10 the committee. Your Honor, this is the first time that
11 committee counsel has been before you. When we were before you
12 last time, the committee had not been appointed yet. And so I
13 think this would be a good time, although I tend to -- will
14 speak to the issues, I think this would be a good time to give
15 the Court the benefit of the committee's preliminary
16 perspective of where this case is going and what is at stake
17 here because that does inform what the timing should be.

18 So this case involves a debtor with a significant
19 asset that is responsive to only one class of claims. And that
20 asset, of course, is the liability insurance coverage. And the
21 claims are those of the debtor's asbestos victims. The
22 insurance asset is very valuable.

23 Oddly enough, the debtor in in in its settlement
24 motions has not identified what it thinks the value of the
25 coverage is, even in the range. We have preliminarily

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1 estimated that it could be as high as hundreds of millions of
2 dollars. But the debtor and the insurers have nevertheless
3 settled the coverage for fifty-million dollars. And then the
4 committee is concerned that this could be a pennies-on-the-
5 dollar settlement and compromising a very valuable source of
6 compensation for the asbestos victims.

7 I'm not aware of any instance in which asbestos
8 claimants and their representatives were consulted about the
9 debtor's settlement efforts or participating in any
10 negotiations. And the debtor spent as much as ten months pre-
11 petition preparing for this bankruptcy and negotiating with the
12 insurers. But the committee and its creditors are being left
13 with a much shorter time.

14 And so we don't understand what this mad rush is about
15 in terms of trying to get these settlements that we want to
16 know more of. We want to understand the merits of those
17 settlements better. But it's a difficult process, and we seem
18 to be being squeezed.

19 The committee is asking for a modest extension, moving
20 the hearing on this procedures motion to the October omnibus
21 date with the committee's objection deadline set one week
22 before. This modest extension would permit two things to be
23 accomplished. One is to understand better the insurance
24 situation and the basis for the settlements. And I will turn
25 the podium very shortly over to our cocounsel, the proposed

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1 special insurance counsel, Mr. David Sean Cox, to address that.

2 I think the modest extension would also enable the
3 parties to negotiate a sensible pre-trial schedule. I mean,
4 this is central to the case that the proposed procedures order
5 right now is silent about. For example, why not put in a
6 deadline for substantial compliance with document production?
7 Why not build in time to resolve discovery disputes and perhaps
8 even motions to compel? How about a time for fact and expert
9 depositions? It's not in the current procedures order.

10 We understand, we found out through a deposition, that
11 the debtors have engaged an expert to estimate the debtor's
12 asbestos liabilities. And apparently, this is going to be in
13 connection with the insurance settlement motions. How about a
14 date in which that expert has to deliver his or her report?
15 And obviously, the committee is going to want to depose that
16 person. The committee is probably going to want to have a
17 rebuttal expert engaged. And so we need to talk about timing,
18 rather than just waiting for this report to drop at the
19 eleventh hour.

20 And how about a sensible briefing schedule with a
21 reply brief deadline that includes a reply brief deadline that
22 is not at noon on the business day before the hearing, just
23 like with respect to this hearing. Yesterday, before noon, the
24 debtor filed a whole slew of papers. These were pleadings,
25 obviously, and exhibits. It was in the hundreds of pages.

Colloquy

1 This case is complex enough that that just doesn't give enough
2 preparation time for the recipients of these documents.

3 And there are out-of-town counsel here that have to
4 travel on the day before the hearing. And so that even limits
5 their preparation time more. So we think a sensible briefing
6 schedule, rather than the usual at-noon-the-day-before-the-
7 hearing is appropriate.

8 Now, let me turn the podium to Mr. Cox, and then I
9 would like to come back.

10 THE COURT: Let me just ask you a couple of questions
11 before you --

12 MR. LIESEMER: Sure.

13 THE COURT: So originally, this was going to be heard
14 in August. I thought August 6th, perhaps. So it was continued
15 by agreement. The debtor agreed to give you about another
16 month, a little over a month, to address all the issues that I
17 assume you are raising now that you could have raised over the
18 past month. Has there been any discussion about briefing or
19 discovery or anything like that, experts for the past month?

20 MR. LIESEMER: We are still in those early stages.
21 And the committee has been paying attention to the motions that
22 are being heard today immediately. We served discovery, as Mr.
23 Long referred to. We served interrogatories. We served
24 document requests. These were in connection with the stay
25 motion, but they were also directed to obtain foundational

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1 information about the insurance because we think that that's
2 relevant to the stay motion.

3 The debtor did produce some documents. We got
4 policies. We got copies of complaints. But we didn't get
5 everything. And in fact, the debtor decided in certain cases
6 to stand on ceremony and say, well, this is not relevant to the
7 stay motion or this is too burdensome to produce. They were on
8 a short schedule to produce it. And we did get documents, of
9 course, but we didn't get everything. It wasn't a full
10 response, from our perspective. So I think we will have to do
11 follow-up discovery.

12 In addition, we filed a motion for 2004 examination of
13 the debtor, and a big part of that examination is obviously the
14 insurance. Because of the way we read the complex case rules,
15 we set an objection deadline on that motion before the October
16 omnibus. So it's out there. It's pending. If Your Honor -- I
17 would be thrilled if Your Honor -- if Your Honor wishes to take
18 up the 2004 motion sooner than that, I would be thrilled
19 because it will allow the case to move ahead.

20 So in response to Mr. Long's comment, I think there
21 will be more discovery to be had here and will be sought.

22 THE COURT: Well, the Court is more than happy to
23 accommodate the parties in arranging some type of scheduling on
24 an expedited basis and is available for hearings on shortened
25 notice to discovery disputes. There's always the prospect of

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1 filing a motion prior to November 10th --

2 MR. LIESEMER: November 12th, yeah.

3 THE COURT: -- November 12th, seeking continuance if
4 there's delays in responding to discovery, if there's
5 violations of the scheduling order, or if there's legitimate
6 reasons to continue the hearing.

7 But it seems to me that if the issue today is whether
8 or not these procedures are satisfactory, I'm not sure
9 continuing this hearing to address the procedures at a later
10 time makes sense so --

11 MR. LIESEMER: Well, Your Honor, I would like Mr. Cox
12 to make a presentation because I think it's going to relate --

13 THE COURT: All right. That would be find.

14 MR. LIESEMER: -- more substantively to the insurance.

15 THE COURT: And I believe there was the other
16 continuous motion. I'll give that party an opportunity to
17 argue as well.

18 MR. LIESEMER: Right, right, right. I do want to
19 address a couple of comments from Mr. Long that I thought were
20 unfair. The committee in its motion did not use the word
21 "obstruct". I don't know what the sensitivity of what comment
22 the committee made that Mr. Long interpreted it that way.

23 And there were there was also comment in the reply
24 brief filed yesterday in support of the procedures motion,
25 saying that we haven't taken any meaningful action to initiate

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1 discovery. Well, I just went through what we've done in
2 connection with the stay motion. The Rule 2004. So the
3 committee is working diligently.

4 And as for the casting aspersions on the committee
5 about the confidentiality agreement, Your Honor, the committee
6 had some real concerns. I mean, this was not, from the
7 committee's perspective, a clean document.

8 THE COURT: That doesn't really concern me. I haven't
9 really heard any aspersions casted yet at this point --

10 MR. LIESEMER: Well, it was in their papers.

11 THE COURT: -- compared to some cases.

12 MR. LIESEMER: And I wanted to address it in case the
13 Court had any concerns so --

14 THE COURT: Well, everybody hopefully will continue to
15 get along in this case and work together because as we all
16 know, the goal is to maximize the funds available for asbestos
17 claimants.

18 MR. LIESEMER: Absolutely. Absolutely, Your Honor.

19 THE COURT: And we all share that goal, correct?

20 MR. LIESEMER: All right. Let me briefly turn the
21 podium over to Mr. Cox, and then I'd like to come back with a
22 couple more comments.

23 THE COURT: All right.

24 MR. COX: Good morning, Your Honor.

25 THE COURT: Good morning.

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1 MR. COX: David Cox of Morgan, Lewis & Bockius for the
2 committee. Mr. Liesemer referred to me as David Sean Cox, but
3 really, only my mother says that and only when I'm in trouble.
4 So David Cox is just fine.

5 Your Honor, I want to start with what you just said is
6 that our objective here is to maximize the funds that are
7 available to compensate asbestos claimants. And I want to take
8 the opportunity to talk to Your Honor about the claimants'
9 unique interest in these settlements and in the insurance
10 program of Hopeman as a whole.

11 Obviously, as we've discussed, the most meaningful
12 asset the debtor has is that liability insurance coverage. We
13 have received some policies, not all of them, and this is a
14 work in progress, but this is a chart of the coverage that was
15 issued to Hopeman over the years. And as Mr. Van Epps
16 testified last week, it's literally hundreds of millions of
17 dollars' worth of coverage, probably more than a billion
18 because we have more than a hundred-million dollars in years
19 from the late '70s to the early 1980s.

20 And uniquely, under statutes in New York and in
21 Virginia, where these policies were apparently delivered, the
22 victims of a tort have an interest in the liability insurance
23 of a tortfeasor. And that right accrues, that interest accrues
24 the time the person has been injured. And in the asbestos
25 context, and this is a position Hopeman took itself, and it's

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1 pretty widely understood, that the injury commences and it
2 progresses thereafter at the time that the claimant, the
3 victim, is exposed to asbestos. The first time that they're
4 exposed, at or near that time.

5 And so the interest in the liability insurance of
6 Hopeman under New York Insurance Law, Section 3420, under the
7 similar statute of Virginia Code Annotated, Section 38.2-2200,
8 that right to the insurance coverage accrues at the time of
9 injury. And it can't be diminished. And it can't be diluted
10 by subsequent agreements or settlements or compromises between
11 the policyholder and the insurer.

12 The Virginia Supreme Court has referred to liability
13 insurance contracts as a tri-party contract between the tort
14 victim, the policyholder, the tortfeasor, and the insurer, and
15 those rights can't be disturbed once accrued by a subsequent
16 agreement between the insurer and policyholder. So what does
17 that mean? What that means is if we were outside the
18 bankruptcy court context and claimants were bringing their
19 claims against Hopeman in the ordinary course and they received
20 a judgment against Hopeman, Hopeman couldn't satisfy it under
21 these statutes.

22 As a judgment creditor, the claimants could then
23 proceed against all this liability insurance coverage, hundreds
24 of millions of dollars of liability insurance coverage to
25 satisfy the claims. That's if we were proceeding in the

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1 ordinary sense, and that's if we were trying to maximize the
2 amount of money that's available to these insurance carriers.

3 But now, what brings us to this settlement that we're
4 concerned about -- these two settlements that we're concerned
5 about, right, and these settlements are described in the
6 debtors motion as the linchpin to their plan to maximize the
7 recoveries paid to valid asbestos claimants. But really, our
8 concern is that the real motivation for the settlement is for
9 the insurers to minimize their exposure to these claimants
10 because under the statute I've just described, their exposure
11 is bound by their policy limits.

12 And what we have here is, as Mr. Liesemer already
13 said, we have hundreds of millions of dollars of insurance
14 coverage that's being compromised for literally pennies on the
15 dollar. The Chubb settlement, we're talking about somewhere in
16 the neighborhood of 300-million dollars of coverage. And
17 that's any way you calculate the coverage, whether it's subject
18 to an aggregate limit or not. And that's a separate issue. A
19 thirty-one-million-dollars settlement for several hundred
20 million dollars in coverage.

21 The Chubb settlement, again, not -- or rather the
22 other settlement, the other insurers' settlement. The mouthful
23 that we were just referring to, that's less-than-nineteen-
24 million dollars for somewhere in the neighborhood of a hundred-
25 million dollars in coverage. So we're very, very concerned

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1 about these settlements and whether they actually are valid
2 effort to maximize the recovery for the claimants.

3 And there's another problem with these settlements,
4 Your Honor. These settlements involve insurance. This is an
5 illustration of the Chubb settlement. So the highlighted
6 policies are the ones that would be subject to the settlement.
7 And as I said, it's several hundred million dollars in limits
8 here.

9 But by taking less than that several hundred million
10 dollars in limits, you potentially put a ceiling on the entire
11 program, and you've forfeited the ability to access the
12 coverage above it. So not only are we potentially selling out
13 hundreds of millions of dollars of coverage for pennies on the
14 dollars, you might be forfeiting your right to go higher than
15 that, to access coverage above that.

16 So there are a lot of concerns. I don't think these
17 can all be addressed in sixty days, which is our concern here,
18 because there's a lot that we need to ask for. And we asked
19 for insurance policies. And they were produced, but not all of
20 them. We haven't gotten all of them. We haven't gotten an
21 explanation for why we don't have all of them, including the
22 insurance policies that are subject to this motion.

23 We've asked for the debtor's previous settlements and
24 compromises with its other insurers. And actually, they've had
25 previous compromises with the insurers of the subject of this

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1 motion, which we haven't seen. These are listed on the
2 schedule of assets, and they haven't been produced to us, but
3 we've asked for them, because they're "confidential". And we
4 have a confidentiality agreement. So hopefully, they will now
5 start flowing in.

6 We have an understanding of the extent to which the
7 limits underneath this coverage, or the subtle coverage itself,
8 has been impaired by the payment of claims. Mr. Liesemer
9 alluded to this, the debtor's valuation of its liability. How
10 much are these claims worth? Maybe if the claims are worth
11 five-million dollars, a fifty-million-dollar settlement's
12 reasonable.

13 But I think the claims are worth a lot more than that.
14 And that's still a month away, according to Mr. Van Epps'
15 testimony. So we don't have that now, and we won't have it for
16 a while, just how the settlement amounts were reached, and
17 that's not going to be just a discovery of claimant. We're
18 going to be dealing with insurance companies as well.

19 So this is a lot of work to do. And of course, we are
20 cognizant of the need for expediency here. But this is a
21 massive asset. It is the only real asset of the debtor. And
22 we are trying to maximize recoveries and very, very concerned
23 that a rush-to-judgment's going to impair our ability to allow
24 you, Your Honor, to make the informed and thorough decision
25 that you need to make in order to determine that these

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1 settlements are fair and equitable and in the best interests of
2 the estate. Thank you, Your Honor.

3 THE COURT: All right. Thank you.

4 MR. LIESEMER: Just one brief last comment. This was
5 in our papers. We raised the concern that in the motion there
6 was a statement that, under the proposed procedures,
7 nonobjecting affected claimants would be treated as consenting
8 to the settlements and the sales free and clear. The debtor in
9 reply yesterday said that we raised this issue prematurely
10 since it is a substantive objection related to the settlement
11 motions themselves. Your Honor, I'm happy not to press that
12 issue today with the understanding that our rights are
13 preserved to raise those arguments, again, if necessary, in the
14 future.

15 And for all those reasons, we ask that you grant our
16 modest extension of continuance.

17 THE COURT: All right. Thank you.

18 MR. BENDER: Morning, Your Honor.

19 THE COURT: Morning.

20 MR. BENDER: Kollin Bender on behalf of certain
21 asbestos claimants of the debtor. Here with me today is Mr.
22 Jonathan Clement. He has been admitted pro hac vice as of
23 August 7th. I'm going to go ahead and cede the podium to him.

24 THE COURT: Thank you.

25 Mr. Clement.

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1 MR. CLEMENT: Good morning, Your Honor.

2 THE COURT: Good morning.

3 MR. CLEMENT: Jonathan Clement on behalf of the
4 creditors from the Roussel & Clement law firm. I believe our
5 firm was brought up in some of the arguments already. We
6 represent certain Louisiana claimants. We also filed a motion
7 to continue, as well as an objection to the settlement
8 procedures motion. I don't want to duplicate anything that he
9 said. I'll rely on the comments that counsel for the committee
10 stated.

11 The only thing I do want to add, he did cite some of
12 the Virginia and I believe New York law, which indicates that
13 the rights that third-party victim has under the policies
14 attaches at the time of the exposure. And it's the same thing
15 under Louisiana law. So that would apply to the Louisiana
16 claimants as well. And that's the Cole v. Celotex case, which
17 is a Louisiana Supreme Court case.

18 And also the fact that there may be settlements that
19 occurred between the insurer and the insured subsequent to the
20 policies being issued, those settlement agreements don't affect
21 the rights of third-party victims. He cited the law for that
22 for Virginia and New York. The same is true in Louisiana. And
23 we fought that issue in the Coralville (ph.) case. And there
24 is also a Supreme Court precedent on that in Louisiana.

25 So I just wanted to bring those additional things up

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1 as it applies to Louisiana claimants. And I'll just rely on
2 what the counsel for the committee said.

3 THE COURT: And you're asking for the same thing, a
4 month extension on the procedures?

5 MR. CLEMENT: Yeah. Part of our concern is because
6 they are seeking this injunction, underneath, as part of the
7 settlement motion, they're seeking to enjoin future claims, we
8 have the same concerns that the amount of money which they're
9 seeking to put in is so little compared to what the actual
10 liability is. So when they're coming in and seeking an
11 injunction and not doing it pursuant to an adversarial
12 proceeding, which we believe is required under Section 105 to
13 get an injunction, you're preventing the ability to have those
14 same rights that you would have under an adversary proceeding,
15 which would be to conduct a full discovery to determine whether
16 the settlement is appropriate in this instance.

17 THE COURT: Why can't you do discovery as a contested
18 matter? What more benefit would you have for it an adversary
19 proceeding?

20 MR. CLEMENT: I just think you have the protections in
21 place to have the complaint filed. Being able to answer the
22 complaint. I feel like they're trying to do this on an
23 expedited basis, whereas if it's an adversary proceeding, you
24 wouldn't be able to do it on an expedited basis. You'd have to
25 go through the full procedure of discovery and responding to

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1 discovery.

2 If you try to do it in sixty days on same issues that
3 he brought up, having to take depositions of insurers,
4 determining the policy limits, whether they're exhausted or not
5 exhausted, whether there's aggregate limits, I'm not sure
6 that's something that could be done. And that --

7 THE COURT: Well, if I were to order this motion to be
8 converted to an adversary proceeding, why wouldn't we just pick
9 up with the motion and the responses and the discovery that's
10 already been initiated? How would it change under if it were
11 designated an adversary proceeding?

12 MR. CLEMENT: If it's designated, I don't know that it
13 changes the discovery. I just, what my impression, he's trying
14 to get the hearing in November. I'm not sure that it can be
15 completed in November. And I figured the adversary proceeding
16 gives you the safeguards that we were able to conduct a full
17 discovery that is necessary.

18 THE COURT: All right. Thank you.

19 MR. MINTZ: Your Honor, Mark Mintz. I'm admitted pro
20 hac vice on behalf of, I think, as the debtors have called it,
21 the Hoffman claimants. We did not file anything with regards
22 to this motion, but we did want to be heard briefly to say,
23 while we certainly agree and support what the committee has
24 been saying regarding the insurance settlement motion, the
25 merits of it, and we do not oppose a continuance to as the

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1 result claimants have suggested and as the committee has
2 suggested, we do take no position on the continuance itself.
3 And the reason I'm going to explain this is it's a little hard,
4 honestly, because we want it moving faster. And we're going to
5 be in front of you immediately saying that the stay motion
6 needs to be denied, and we need to be able to proceed.

7 I fully recognize that these are all part and parcel
8 with each other. But I do support the concept that we are
9 trying to move quickly towards an injunction-type world. And
10 that's a difficult position, I think, for the claimants who are
11 being put in. I do think it's a modest extension that they
12 are -- that the committee is asking for to allow the parties to
13 at least sit down and do a real briefing schedule that is going
14 to be required.

15 If that can be done in sixty days, I'm not above
16 working. I doubt that Caplin is above working and trying to do
17 that and get it done. I just have every belief, Your Honor,
18 from seeing this in other cases and other mass tort situations
19 that I've been involved in, that the high hopes of everybody
20 moving in sixty days tends not to work. But with that said,
21 Your Honor, we just wanted to make those comments.

22 THE COURT: All right. Thank you.

23 Does anyone else wish to be heard in connection with
24 the continuance motion?

25 Mr. Long.

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1 MR. LONG: Thank you, Your Honor. Again, for the
2 record, Toby Long on behalf of the debtor.

3 Your Honor, unless Your Honor has more questions, I'm
4 going to respond very, very brief. There was one comment made
5 about whether or not the settlement motion should be brought
6 through an adversary proceeding. I think Your Honor would
7 agree with me that I think that's not appropriate. These are
8 settlement motions under 9019 and a motion to sell free and
9 clear under 363(f). And there's no support for that being
10 brought through an adversary proceeding.

11 THE COURT: Well, I'm not inclined to convert it at
12 this point. I think it's been set up as a contested matter.
13 And it may be, when you get to the substance of this motion,
14 there'll be a lot of roadblocks for you, which you'll have to
15 contend with. And they're all being signaled now.

16 MR. LONG: Yes, sir. And I'm sorry, not to interrupt,
17 Your Honor, but I think you were taking my point. We heard a
18 lot about the substance of these motions, and we need to move
19 forward with the substance of these motions.

20 THE COURT: And as I understand it, the reason you
21 need to move forward quickly is because of limited resources?

22 MR. LONG: Yes, Your Honor.

23 THE COURT: And what else is there, other than we
24 always like to get these cases to move along quickly?

25 MR. LONG: Your Honor, yes, sir. This isn't an

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1 operational business. We have limited resources. Let's move
2 this case forward.

3 The first, Your Honor asked committee counsel if we
4 had a discussion about the procedures. We heard a lot about
5 the settlement. We heard very little about the procedures in
6 those discussions from the opposition.

7 THE COURT: I really haven't heard a complaint about
8 the actual procedures. It's more about --

9 MR. LONG: No.

10 THE COURT: -- when are you going to have this
11 hearing.

12 MR. LONG: Correct, Your Honor. And I think -- and I
13 think the question is, is, as Your Honor, as I presented Your
14 Honor before, is, is sixty days appropriate. What we would
15 propose, as we do customarily in these cases, is we set the
16 settlement motions for a hearing. And then I think we and all
17 the opposing parties can then work out discovery briefing
18 schedules. But the key thing we need is to set it for a
19 hearing.

20 And if Your Honor can set it for a hearing, again, we
21 propose to set it in sixty days. That's forty days more than
22 is required under the Bankruptcy Rules for a settlement motion,
23 for a sale and use of estate property. And then we can then
24 work out with committee and the other objecting parties
25 discovery schedule.

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1 In all these cases, Your Honor has worked in these
2 cases. Mr. Brown and I have appeared before Your Honor. Give
3 us discovery requests. Give us informal requests. We want to
4 move this case forward. We believe our settlement is
5 appropriate. We want to show that to you. Give us a request,
6 and we'll work with you. And again, as Your Honor pointed out,
7 if we have issues there are mechanisms to come back before Your
8 Honor. But the key is setting these settlement motions for a
9 hearing.

10 THE COURT: All right. And has the debtor engaged
11 expert witnesses in connection with this hearing in November?

12 MR. LONG: We have Mr. Van Epp but --

13 MR. BROWN: I can respond to that, Your Honor. Stout
14 is, of course, our financial advisor and insurance consultant.
15 And one of Mr. Van Epps' colleagues is working on some
16 modeling. We have not technically directed him exactly what he
17 is to do, but I know they're working on modeling, and that is
18 what the question was about in the in the examination of Mr.
19 Van Epps that happened last week. So we submitted to a
20 deposition last week, too, Your Honor.

21 So anyway, we would certainly agree to sit down with
22 any party who wants to sketch out expert discovery to sketch
23 out all the discovery, the briefing schedule, and as Mr. Long
24 has said, give us a date. We'll work backwards with them. And
25 if we can't have a settlement conference with Your Honor -- a

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1 scheduling conference with Your Honor, we'll figure it out.
2 But the theme, of course, is set the date, and then we can all
3 work toward that. Thank you.

4 THE COURT: All right. Thank you.

5 Does anyone else wish to be heard in connection with
6 the settlement procedures motion or the motion to continue that
7 motion?

8 All right. Well, I think that the real issue here is
9 whether or not the hearing should be continued, not whether
10 there is an issue with the procedures motion itself, in the
11 sense that nobody has really raised any concerns about the
12 procedures and the noticing and that type of thing. Really
13 just about it's premature to have the hearing because there's a
14 lot of preparation and discovery to finish. And it's a very
15 significant issue in the case, even though it's been limited to
16 these two settlement motions.

17 So I will again indicate that I don't consider denying
18 a motion to continue the settlement procedures motion precludes
19 the Court from continuing the hearing, if that becomes
20 necessary. And I've already indicated why that could become
21 necessary. And as Mr. Long has indicated, getting it on the
22 books means things start happening. And I will be available to
23 entertain issues about scheduling, discovery, expert witness
24 depositions, and reports and will certainly be interested in
25 whether the parties are prepared to go forward on November

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1 10th.

2 I think that it is a good idea to get this moving. I
3 don't see any problems with the actual procedures that have
4 been indicated so -- and I do see that there has been a
5 revision so that it's only these two settlement motions that
6 will be heard that day, which have been on the books for quite
7 some time.

8 So the question is whether sixty days is sufficient.
9 And it may be that it's not, but I don't think that that's
10 going to preclude me from approving the settlement motion
11 itself and setting that date, at least initially.

12 I do find that the proposed procedures comply with the
13 applicable Bankruptcy Rules and law. And the settlement
14 procedures motion has been filed for quite some time. The
15 parties could have or perhaps should have been more fully
16 involved at this point. But that being said, again, I will
17 reiterate that this is a very important matter that will be
18 taking place in November. And if the parties need assistance
19 in getting to that date or even a subsequent date, I'm
20 certainly available to offer that assistance.

21 But the purpose of this hearing is not to address
22 these substantive issues, but whether the form and procedures
23 for giving notice are adequate. And the Court does find that
24 the proposed notice is adequate. And so for that reason, I
25 will overrule the -- well, I'll deny the motion to continue and

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1 overrule the objections to the settlement procedures motion.
2 And I will enter the revised order that's been submitted,
3 unless there's some other issues with respect to the order.

4 MR. LONG: No, Your Honor, not from the debtor.

5 THE COURT: All right. All right. Well, thank you.
6 The last thing is the motion for the stay?

7 MR. LONG: The motion to stay, Your Honor. I'm going
8 to hand the podium back to Mr. Brown.

9 MR. BROWN: Thank you. Thank you. Tyler Brown on
10 behalf of the debtor.

11 Your Honor, there actually was an emergency motion
12 that has been filed, and we've agreed to have that heard. And
13 I think it's appropriate to hear it in advance of the motion to
14 the stay. Certainly, one of the issues that we raised with
15 Liberty Mutual's counsel is there may be discussion about the
16 Liberty Mutual settlement during this hearing today. I don't
17 think I need to introduce the agreements themselves. And so
18 I've put it on the list if we need to, but I would ask that
19 counsel for Liberty be heard on their protective order motion.
20 And they resolved that.

21 THE COURT: Makes sense. Go ahead.

22 MR. BROWN: Thank you.

23 MR. FOLEY: Good morning, Your Honor.

24 THE COURT: Good morning.

25 MR. FOLEY: Doug Foley with Kaufman & Canoles for

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1 Liberty Mutual Insurance Company.

2 First of all, I would like to thank the Court for
3 scheduling the hearing for today. We did file a motion
4 yesterday. There was a lot of activity over the weekend
5 regarding certain confidentiality agreements and the like, and
6 we weren't sure what was going to be disclosed today at the
7 hearing. So we filed that motion.

8 The only correction that we filed later in the day
9 yesterday was to correct some communications between us and
10 counsel for the debtor. There was no substantive changes to
11 the motion. No substantive changes to the requested protective
12 order.

13 With me today is Kevin Finnerty from the Choate Hall &
14 Stewart firm in Boston. And I filed a motion for admittance
15 pro hac vice yesterday at docket number 172. Mr. Finnerty is
16 admitted in good standing in the Commonwealth of Massachusetts.
17 And I would ask the Court to admit him for purposes of today's
18 hearing to address the substance of our motion for protective
19 order.

20 THE COURT: Very good.

21 MR. FOLEY: Thank you, Your Honor.

22 THE COURT: You are so admitted.

23 MR. FINNERTY: Good morning, Your Honor.

24 THE COURT: Good morning.

25 MR. FINNERTY: I appreciate the opportunity to be

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1 here. Like my cocounsel said, Kevin Finnerty, Choate Hall &
2 Stewart, on behalf of Liberty Mutual.

3 So Your Honor, Liberty as straightforward asked today
4 that the debtors have assented to. There's three agreements
5 that are confidential settlement agreements entered into
6 between the debtor and Liberty, one executed in 1990, two
7 executed in 2003, which are sensitive commercial information
8 and are protected by confidentiality restrictions. So we're
9 asking the Court enter a protective order that maintains the
10 confidentiality of those documents while allowing for their use
11 in these proceedings.

12 So as I mentioned, there are three nonpublic and
13 commercially sensitive agreements hammered out between debtor
14 and Liberty. The confidentiality provisions were negotiated
15 extensively. Those are material parts of the agreements, and
16 there are strict confidentiality provisions. We cite them in
17 our motion. I don't know if Your Honor has had a chance to see
18 that.

19 THE COURT: When you say they were negotiated, you
20 mean with the debtor?

21 MR. FINNERTY: Correct, Your Honor, between liberty
22 and the debtor. And they effectively preclude the disclosure
23 of these agreements absent specific circumstances. Now, at the
24 same time, the debtor indicated that it's received discovery
25 requests from three different parties, and it believes that

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1 these agreements are responsive to those discovery requests.
2 It also advised Liberty that the agreements might be discussed
3 during the hearing today.

4 So in the Fourth Circuit and elsewhere, when you have
5 confidential, sensitive, commercial information that might be
6 relevant or is ostensibly relevant to proceedings, courts
7 generally enter a protective order that strikes the balance
8 between allowing the use of those documents in the proceedings
9 while protecting their confidentiality. And this is exactly
10 what we tried to do with our proposed protective order that we
11 attached to our motion. It effectively maintains the
12 confidentiality of the three Liberty agreements, allows their
13 use in these proceedings reasonably, but ensures that they
14 won't be entered in the public docket, to be discuss publicly,
15 or otherwise be disseminated by parties that received them in
16 these proceedings.

17 Now, again, as I mentioned, courts inside and outside
18 the Fourth Circuit generally take this approach with respect to
19 settlement agreements. They're sort of the prototypical
20 example of a sensitive, commercial, confidential document.
21 Therapia (ph.), which is a case we cite in our motion, is an
22 Eastern District -- or is a District of South Carolina case
23 from 2021. And that's a pretty instructive decision. That's
24 about a settlement agreement between a party and its
25 administrator of workers' compensation claims.

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1 Court decided that it should be protected by a
2 protective order because it was sensitive, commercial
3 information because it was a confidential settlement agreement.
4 The court decided, with respect to a motion to seal, that there
5 was no less drastic alternative than sealing it. The court
6 decided that the public's interest in seeing the document was
7 substantially outweighed by the fact that it was a sensitive,
8 confidential agreement. And the court protected that document
9 and ordered it sealed.

10 And that's basically exactly the treatment that we're
11 asking for here for the Liberty agreements. Not disseminated
12 to other parties outside of these proceedings. If they're
13 filed, they should be filed under seal. And to the extent
14 they're discussed in open court, that should be protected in
15 some way.

16 Now, there's some flexibility in our proposed
17 protective order. The parties are supposed to meet-and-confer
18 when they will be discussed in court to try to figure out the
19 best way to redact it. I would say, in the context of today,
20 when there's twenty people on the line and everything, the best
21 approach wouldn't be to discuss them or at least discuss them
22 at a high level without discussing the substance of the terms.
23 But at a minimum, keep the transcript confidential for a period
24 of time until the parties have an opportunity to discuss
25 redactions, I think, would be a pretty good approach.

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1 Now, as was mentioned earlier, the debtor is has
2 negotiated confidentiality agreements with the UCC and
3 Huntington. Those don't just apply to the Liberty agreements.
4 They apply more generally to the debtor's materials. But I
5 think the point is important for two reasons. And as part of
6 that, they haven't negotiated a confidentiality agreement with
7 the Hoffman law firm claimants.

8 So the two reasons that's important is, one, parties
9 generally agree with the premise here that there should be some
10 confidential material that's maintained as confidential. And
11 that's exactly what we're asking for is the Liberty agreements
12 are confidential.

13 And two, the fact that not every party has agreed to
14 one of these confidentiality agreements demonstrates that doing
15 this piecemeal or on an ad hoc basis isn't going to work.
16 Having an omnibus order that applies to everybody, fairly
17 allows for the use of these agreements, but maintains their
18 confidentiality now, since they're going to be discussed
19 perhaps today and have already been disclosed or are subject to
20 discovery requests, would make more sense and just be the
21 easiest, cleanest way to make sure these documents stay
22 confidential while being used in these proceedings.

23 I understand that the UCC is going to object to this
24 motion. Again, we filed it on short notice, but we briefly
25 spoke today. My understanding is that the two main sources for

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1 that objection are, A, the portion of the protective order that
2 discusses the fact that documents should be filed under seal,
3 and B, there is a provision in the protective order that states
4 that to the extent documents will be used in open court, the
5 parties will attempt to meet and confer in good faith at least
6 seventy-two hours beforehand to discuss the best way to redact
7 the material.

8 On the first point, again, when it comes to
9 confidential, sensitive commercial information, courts
10 routinely seal that type of information in court. I referenced
11 that Therapia decision for 2021, the District of South
12 Carolina. The court said, "The interest in maintaining
13 confidentiality substantially outweighed the public interest in
14 accessing these documents." That's a typical approach to take.
15 It happens in mass tort proceedings. It happens in bankruptcy
16 proceedings. It happens in settlement agreements all the time.
17 That's the approach we're asking for here.

18 And second, I just want to note that the
19 confidentiality agreement that the UCC agreed to has a
20 provision saying that confidential information that falls
21 within Bankruptcy Section 107, which is confidential research,
22 development, or commercial information will be filed under
23 seal. So the UCC agrees with the premise that some documents
24 here should be filed under seal.

25 The basis for their objection, that these very

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1 specifically confidential Liberty agreements shouldn't be filed
2 under seal isn't clear to me. Again, this is commercial
3 transactions that have been nonpublic for thirty and twenty
4 years. The confidentiality was a material part of those
5 agreements. And it's a significant impact of Liberty.

6 I don't know why it makes sense that the UCC would be
7 okay with some portion of confidential materials filed under
8 seal, but they have an issue with the Liberty agreements being
9 filed under seal. It makes much more sense, since they're
10 confidential, to protect those via sealing process.

11 And as I mentioned, the UCC also has an issue with the
12 proposed requirement that the parties confer seventy-two hours
13 before using documents in court. The provision we propose,
14 again, there's some flexibility there. It just says the
15 parties will attempt to confer in good faith to figure out the
16 best ways or discuss the best ways to redact the information.

17 Whether it's seventy-two hours or forty-eight hours,
18 we understand it's hard. We understand that bankruptcy moves
19 quickly. We're not trying to jam anyone up or prevent anyone
20 from using the materials as they see fit. We just want there
21 to be some process for, again, discussing whether it makes
22 sense to redact a transcript or designate a transcript
23 confidential or take some other approach to ensure that when
24 these are discussed in court, the confidentiality of the
25 agreements are maintained.

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1 Again, and that's the fundamental point here, is we're
2 not trying to disrupt these proceedings. We're trying to
3 facilitate fair flow of information in these proceedings and
4 the use by the parties of the information. But at the same
5 time, Liberty is just trying to protect its legitimate
6 confidentiality interests in these agreements and related
7 documents.

8 So for those reasons, Your Honor, it's squarely within
9 the protections afforded by Rule 26, and we'd ask that the
10 Court adopt Liberty's proposed protective order or a similar
11 order that effectively accomplishes the same thing. Thank you.

12 THE COURT: All right.

13 MR. FINNERTY: And thanks again for letting us present
14 this today.

15 THE COURT: All right. Thank you.

16 MR. BROWN: Your Honor, Tyler Brown on behalf of the
17 debtor. I'm going to give the Court our perspective. Our
18 perspective is we have a number of agreements that all say they
19 are confidential, including the Liberty Mutual one. But we
20 need to deliver to the committee and any others who ask for it
21 the other agreements as well. And guess what? Not all of the
22 confidentiality provisions read the same.

23 Quite frankly, Liberty's is fairly straightforward.
24 We reached out to Liberty upon getting a request, and we shared
25 with them the request so that we could show them we've been

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1 asked to give the document. And rather than go run in and seek
2 our own protective order, we thought, as in most cases, we'd be
3 able to work out a confidentiality agreement with the committee
4 and we'd be able to then deliver it and then not have to have,
5 I don't know, what's a dozen or fifteen different agreements.
6 Have different negotiations about protective orders with each
7 one of the other side of those confidentiality agreements.

8 So the mission one was to deal with liberty. We
9 thought we could handle that with confidentiality agreement.
10 It turns out we now have, but we have the broader issue of how
11 do we use it in court. As I mentioned at the outset today, I
12 don't think I need to get into the specifics or introduce the
13 exhibit, but it is helpful to the debtor to have a road map for
14 how we would if we need to.

15 We, the debtor, will be coming back to you with a
16 protective order process with respect to all of the other
17 agreements. We think it makes sense to do it in an omnibus
18 manner. We can have Liberty stand alone, but we have a lot
19 more information that's deemed confidential.

20 And what the debtor doesn't want to do -- this is
21 important -- you saw the map that was laid out, and I'll have a
22 witness talk about the coverage map. We don't want to
23 jeopardize any of our coverage by violating agreements with our
24 insurers. That's really important. Maybe a little less with
25 Liberty, but we're still honoring our pre-petition agreement

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1 with Liberty to keep it confidential.

2 So our perspective is whatever will solve the problem,
3 we're happy to sign on. We provided some comments there. They
4 weren't major. It was a pretty commercial protective order in
5 our experience, so we're okay with it. We certainly understand
6 the committee might have concerns, but I think we can work
7 through those issues in terms of sealing, in terms of releasing
8 information under the proposed process as it's laid out. Thank
9 you, Judge.

10 THE COURT: All right. Well, thank you. And so
11 you've looked at the order. You've made comments.

12 MR. BROWN: Yes, sir.

13 THE COURT: You're okay with this --

14 MR. BROWN: Yes, sir.

15 THE COURT: -- form of the order?

16 MR. BROWN: Yes, sir.

17 THE COURT: All right. Thank you.

18 Does anyone wish to be heard in connection with the
19 motion for a protective order?

20 MR. COX: Yes, Your Honor. Thank you. David Cox,
21 again, of Morgan Lewis for the committee.

22 Your Honor, as you just heard, this is an issue that's
23 likely to recur, and it's one of the reasons that the flow of
24 information hasn't been forthcoming, is the need to address
25 confidentiality agreements -- confidentiality provisions in

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1 these agreements. And frankly, the thing that delayed
2 finalization of the confidentiality agreement that we now have
3 with the committee is our strong belief that this process needs
4 to be transparent, it needs to be open, and it has to be
5 consistent with the presumptions in 11 U.S.C. 107, that
6 documents filed in a bankruptcy proceeding are presumptively
7 open to the public and that sealing is an extraordinary remedy,
8 and it shouldn't be lightly undertaken.

9 And it's incumbent upon the -- so and let me stress,
10 we've agreed to keep the settlement agreements confidential,
11 including the Liberty settlement agreement. There is a
12 confidentiality agreement. We understand we're not intending
13 to post this to the internet. We're not going to send it to
14 the Washington Post, not that anybody reads newspapers anymore.
15 That's not what we're talking about.

16 But we don't want to be fettered in our ability to
17 present our case to you. And we don't want to have our hands
18 tied talking in open court about these agreements if we need
19 to. And we don't want to find out a day before a hearing, you
20 know what, I think I want to talk about this, this document,
21 but actually, there was a seventy-two-hour window that I was
22 supposed to comply with. So we agree that it's confidential,
23 but our concern is -- we agree to maintain the confidentiality
24 of these of these agreements, if Hopeman designates them as
25 such and if the insurers believe that they are sensitive. But

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1 we are really reluctant to agree to, as a wholesale, filing
2 them under seal or restraining from talking about them in open
3 court.

4 11 U.S.C. enumerates certain categories of protected
5 information. And there's no personal identifying information.
6 It's not defamatory content. There's no trade secrets
7 involved. The sliver of the statute that Liberty is clinging
8 to and then I anticipate other insurers will claim to is that,
9 well, this is private, confidential "commercial information".
10 But just labeling it as such doesn't entitle you to a
11 protective order. An agreement to confidentiality doesn't
12 entitle you to a protective order or filing under seal.

13 It's incumbent upon Liberty and any other insurer that
14 wants to impose these burdens on litigants in this court to
15 show good cause, which means an evidentiary showing of -- and
16 I'll quote from U.S. IBM from the Southern District of New York
17 in 1975, 67 F.R.D 40, 46, "a clearly defined and very serious
18 injury to his business". There has to be a specific showing of
19 injury here. There hasn't been any in the papers. You didn't
20 hear any here at all, other than to say this is a prototypical
21 document that is entitled to some protection.

22 But what's the injury? What is the injury here --

23 THE COURT: Mr. Brown articulated that the possibility
24 of the insurance companies could deny coverage if the
25 confidentiality provisions are breached. Do you not share that

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1 concern?

2 MR. COX: It's not a breach of the confidentiality
3 provision, Your Honor, if they are produced and they're filed
4 under court -- referred to in court. And it's not -- and Mr.
5 Brown's not the proponent here of this motion either. It's
6 Liberty Mutual. It's Liberty Mutual that has to claim and show
7 the injury to it. And what I can submit --

8 THE COURT: But you started off by saying that you
9 agree to maintain confidentiality of this agreement so --

10 MR. COX: We do, Your Honor.

11 THE COURT: And this motion only refers to this
12 agreement. Right. Mr. Brown indicated that there'll be an
13 omnibus motion or something to deal with the other potential
14 agreements. And so a lot of what you've raised seems like
15 something you could raise at that time if that motion is
16 brought.

17 But with respect to this particular Liberty Mutual
18 agreement, which you've already indicated you'll agree to
19 maintain confidentiality, tell me what's wrong with the order
20 that's been circulated.

21 MR. COX: What's wrong with the order that's been
22 circulated is it requires it to be filed under seal. From what
23 I can tell, it precludes parties from talking about it in
24 court, or we're going to have to -- I guess we'll have to
25 redact the transcript. I mean, I just got this yesterday, Your

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1 Honor. I haven't fully digested it.

2 THE COURT: Well, I understand. You haven't had a lot
3 of time to look at it.

4 MR. COX: But that is concerning to me. And it is
5 true, Your Honor, that -- this is the first time this issue has
6 been raised, and so I am bringing it up almost prophylactically
7 because I am more worried about it with the other settlement
8 agreements because actually, the Liberty -- I mean, the irony
9 here is that the Liberty policies are not even listed as an
10 asset of the estate. The policies have been released by virtue
11 of the settlement agreement.

12 And so it's not -- I am much more concerned about what
13 actually is an asset of the estate, which is the other
14 agreements that have these confidentiality provisions. And one
15 of the things that we've agreed to do in our confidentiality
16 agreement with the debtor is to, together, go into the court
17 and say we need relief or instruction as to how we're going to
18 deal with these confidentiality provisions and so --

19 But I do want to signal to you that I'm very
20 skeptical, Your Honor, of any real injury that Liberty or any
21 other insurance company can show from the disclosure of a
22 settlement agreement that, in the case of Liberty, one is
23 thirty-four-years old. The other the other two documents are
24 twenty-one, I think, years old. And whatever commercial
25 sensitivity they might have had in 2003 surely has evaporated

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1 by now.

2 And the cases cited by counsel, the courts have
3 entered settlement agreements -- or entered protective orders
4 with respect to settlement agreements. Of course, that's based
5 on a showing of good cause, a showing of particularized injury,
6 that warrants and merits that level of protection. Here,
7 again, the presumption is that, really, a First Amendment right
8 to access to court filings. And I think that it's even more
9 pronounced in a bankruptcy setting that this should all be
10 transparent.

11 And so for that reason, Your Honor, we do object to
12 the proposed protective order asked for by liberty.

13 THE COURT: So what order would you suggest be entered
14 in connection with this motion, since you've already said
15 you'll protect the confidentiality of this agreement?

16 MR. COX: Your Honor, if it doesn't -- if the document
17 isn't going to be discussed or entered into evidence, then I
18 don't think anything needs to happen today. My concern is,
19 again, if it becomes -- if it becomes relevant to some issue in
20 the case and it needs to be submitted, I don't think it needs
21 to be submitted under seal. I think it's entitled to -- it
22 needs to be open and transparent.

23 THE COURT: So you don't think it should be
24 confidential at all? So you're backtracking on what you said?

25 MR. COX: Your Honor, I respectfully, I don't think

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1 I'm backtracking. I think I am -- what I am saying is anything
2 that's given to me that is designated as confidential is, of
3 course, I'm willing to maintain the confidentiality, except to
4 the extent that if we are -- if we need to use it in open
5 court, there's a presumption that -- there's a presumption that
6 court proceedings are open and should be transparent and that
7 documents or items should not be filed under seal except under
8 extraordinary circumstances.

9 And what we've agreed to do is say, well, look, there
10 are -- certainly, I would imagine there are going to be
11 documents that come in that are entitled to that level of
12 protection, extra level of protection to be filed under seal
13 and not to be available to the public despite being in a court
14 proceeding, despite the presumptions in favor of openness. And
15 under those circumstances, we agree that -- we've agreed in our
16 protective order. We'll file those under seal.

17 My quarrel here is whether this document, these three
18 documents, rise to that level of protection thirty-four and
19 twenty-one years later after they were executed -- after they
20 were executed without any showing what the harm would be --
21 what the harm would be to Liberty Mutual. We don't even know
22 what provisions Liberty Mutual believes are sensitive. They
23 just waved the document -- and haven't waved the document. But
24 they alluded to the document and said the entire thing needs to
25 be filed under seal. And we don't even know what's sensitive

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1 from their perspective.

2 But I am skeptical that the terms of a release or the
3 amount paid, which has been, if not discussed specifically, has
4 certainly -- the amount has been already been discussed in
5 filings in this court, the total, the aggregate amount, I don't
6 know why that would be entitled to that level of protection
7 today.

8 THE COURT: You don't think Liberty Mutual is still
9 Insuring asbestos defendants?

10 MR. COX: I'm sure Liberty Mutual is still insuring
11 asbestos defendants. Yes.

12 THE COURT: So you don't think a settlement of their
13 insurance coverage is relevant for today -- a previous
14 settlement would still be relevant?

15 MR. COX: I don't think so, Your Honor, but that's my
16 take on it. Yeah.

17 THE COURT: All right. Thank you.

18 MR. COX: Thank you, Your Honor.

19 THE COURT: Does anyone else wish to be heard in
20 connection with the motion for a protective order?

21 MR. FINNERTY: Your Honor, I'd be happy to respond
22 briefly to the harm to Liberty Mutual, if you'd like to hear
23 it, and specifically on that point.

24 So, yes, the agreements were negotiated thirty-one and
25 twenty-one years ago, but as Your Honor referred to, Liberty

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1 Mutual continues to insure thousands of policyholders with this
2 type of insurance policy. It's CGL coverage. It's not like
3 these settlements were a moment in time that happened to
4 Liberty and nobody else could use those and argue that their
5 own circumstances are similar or something else, right?
6 Liberty is an ongoing insurer. It's a massive insurer. It has
7 a lot of policyholders with a lot of different claims. What
8 happened in one particular settlement, which was incredibly
9 complex with decades of coverage and huge liabilities, could
10 obviously be attempted to be used by other people in other
11 situations against Liberty. It's not like this was a discreet
12 thing that happened. Liberty continues to have these policies,
13 again with thousands of policyholders. So of course it's an
14 ongoing thing. It's not stale at all.

15 The only other point I want to respond to is you heard
16 from Mr. Cox that we need to show good cause here. First of
17 all, we have shown good cause here. Second of all, under
18 Section 107, we don't. It's mandatory. Courts have said that.
19 We cited a few in our motion. If it falls within categories
20 enumerated by Section 107, including commercial information,
21 it's entitled to protection.

22 So I think we have shown good cause. But under the
23 bankruptcy rules, we don't even need to. Thank you, Your
24 Honor.

25 THE COURT: Thank you. Does anyone else wish to be

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1 heard in connection with the protective order motion?

2 All right. Well, I do think this falls within the
3 parameters of Section 107. And I note that the only objective
4 party, that UCC, has already executed a confidentiality
5 agreement which would recognize that there is some confidential
6 information. Nevertheless, I do think there's commercially, at
7 least based on the pleadings, commercially sensitive
8 information that should be protected. And so I do intend to
9 enter a protective order. And I have not had time to really
10 review the terms of that order. I do think it should specify
11 that it only applies to this one instance. And to the extent
12 that there'll be future motions, similar motions, if there can
13 be some type of omnibus motion that would be applicable, I
14 would like everyone to work together to come up with something
15 that hopefully is satisfactory to everyone.

16 But with respect to this particular motion, I'm
17 prepared to entertain competing orders. If the parties wish to
18 submit competing orders. I'll look for the order that's
19 submitted by Liberty. And if I don't receive any other orders
20 by tomorrow, I'll assume that's the only order I'm going to
21 receive. All right. But I will grant the motion.

22 MR. FINNERTY: Thank you, Your Honor.

23 MR. BROWN: Your Honor, Tyler Brown for the debtor.

24 And I certainly will represent the Court we will
25 endeavor to work with other parties on the protective order

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1 that we will be seeking on an ominous basis. We hope to be
2 prepared to circulate that later this week.

3 Your Honor, the final matter on the docket concerns
4 the -- what we call the motion to stay. The Court did, of
5 course, enter an interim order on July 3. So this is
6 technically our request for a final order, but I would
7 certainly want to clarify that. There isn't anything permanent
8 we're seeking in this final order. We're not seeking permanent
9 injunctions of claims against the debtor. We're seeking
10 temporary relief during the case with all parties --

11 THE COURT: You just want it for the pendency of the
12 case.

13 MR. BROWN: Absolutely, Your Honor. So I just -- I
14 didn't want to throw anybody off on that. We're not seeking
15 anything but a pause in the litigation. We're not seeking, as
16 was recited by someone, a nonconsensual release. That's not
17 provided in our motion or plan.

18 The list of the parties that we are seeking protection
19 for has now been made in exhibit, so that's real clear. It's
20 Exhibit A. And, Your Honor, as I mentioned earlier, we can
21 just very briefly touch on Liberty. And without getting into
22 the specifics, I think -- we will have one witness, and that's
23 Mr. Ron Van Epps. But before I call him, Your Honor, it might
24 make sense if we could go through the exhibit list that we
25 filed, because I don't think there's dispute about much of

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1 these. And I provide some clarity on the front end. And maybe
2 we could straighten that out and make sure we can streamline
3 this.

4 THE COURT: All right. Well, that would be helpful.
5 But before we start this --

6 MR. BROWN: Yes, Judge.

7 THE COURT: -- session of the hearing, I'm going to
8 take a short break.

9 MR. BROWN: Yes, sir.

10 THE COURT: Maybe that will give the parties an
11 opportunity to address the evidence.

12 MR. BROWN: Great.

13 THE COURT: And then we can admit by agreement the
14 exhibits that you wish. But in the meantime, I'll take a short
15 recess. And we'll reconvene at about ten, fifteen.

16 MR. BROWN: Thank you, Your Honor.

17 THE CLERK: All rise. Court is now in recess.

18 (Recess from 11:37 a.m. until 11:54 a.m.)

19 THE CLERK: Court is now in session. Please be seated
20 and come to order.

21 MR. BROWN: Tyler Brown, again, Your Honor, on the
22 motion to stay. Thank you for the time as well during the
23 break to work through the exhibit issues.

24 Your Honor, I think we have reached agreement on the
25 ones we need to reach agreement. Your Honor, if I may, I do

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1 have a notebook the court and for the witness. If I may
2 approach.

3 THE COURT: You may.

4 MR. BROWN: Opposing counsel has one as well.

5 THE COURT: Thank you.

6 MR. BROWN: Your Honor, with respect to exhibits,
7 Exhibit 1 is really just the first-day declaration, already
8 came in and first-day hearing. No need to redo that.

9 The Exhibit 2 here is just our request that was
10 attached to our motion as to who we wanted to protect, so I
11 don't think that needs to come into evidence either.

12 But Exhibits 3 through 8, the committee counsel has
13 agreed with us they can come in as exhibits.

14 3, 4, and 5 are just examples of these direct-action
15 complaints. We just picked one from each of the firms that
16 were involved. And then included within Exhibit 4 is one of
17 the third-party complaints that Huntington has filed against
18 Liberty, insurer for Wayne. That's in that -- that's in that
19 document.

20 6 are just the bylaws of the company. And certainly
21 Mr. Lascell could verify those. But no one has disputed what
22 the bylaws say.

23 Exhibit 7 is one of our insurance policies that just
24 reflects that there's shared insurance.

25 And then Exhibit 8 is just a list of the Louisiana

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1 direct action lawsuits that were out there when we filed for
2 bankruptcy.

3 9 and 10 I'll address with our witness. And 11 is the
4 Liberty settlement agreements, which we're not offering up. So
5 they're not in your notebook. We took them out from you, Your
6 Honor, because they're private at the moment.

7 THE COURT: Let me just recap. So --

8 MR. BROWN: 3 through 8.

9 THE COURT: I'm sorry, the --

10 MR. BROWN: 3 through 8 are the exhibits we ask you to
11 enter.

12 THE COURT: Okay, so 3 through 8. Does anybody object
13 to the admission of Exhibits 3 through 8? All right. You're
14 okay with that? Committee is okay with that?

15 MR. LIESEMER: Yes, Your Honor.

16 THE COURT: All right. So Exhibits 3 through 8 are
17 admitted.

18 (Agreed-upon exhibits were hereby received into evidence as
19 Debtor's Exhibit 3 through 8, as of this date)

20 THE COURT: And then those are the only ones you're
21 asking right now. But then you're going to also ask for 9 and
22 10 when you get to the witness.

23 MR. BROWN: Yeah. I may not ask for 9 to be admitted,
24 Your Honor, but I'm going to examine the witness on it.

25 THE COURT: All right. Very good.

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1 MR. BROWN: Okay. With that, Your Honor, I'd call Mr.
2 Ron Van Epps, Ron Van Epps to the stand.

3 THE COURT: Mr. Van Epps, would you please approach
4 the clerk right over here and raise your right hand so you can
5 be sworn in? Right here.

6 (Witness sworn)

7 THE COURT: Thank you.

8 DIRECT EXAMINATION

9 BY MR. BROWN:

10 Q. You comfortable? I am.

11 Q. Great. Would you please tell the Court your name?

12 A. Ron van Epps.

13 Q. And are you employed?

14 A. I am.

15 Q. By whom?

16 A. Stout.

17 Q. What is Stout?

18 A. Stout is a global advisory firm that specializes in
19 corporate finance, valuation, and disputes.

20 Q. Do you have a title in Stout?

21 A. I do.

22 Q. What is it?

23 A. I'm a managing director.

24 Q. What do you do for Stout?

25 A. What do I do for Stout? So my primary role is working with

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1 clients in the insurance recovery industry. So my specialty is
2 working with policyholders, pursuing insurance coverage on
3 large, complex insurance matters.

4 Q. And where are you based?

5 A. In Chicago.

6 Q. And do you have clients all over the country?

7 A. I do.

8 Q. All right. And how long have you provided services in the
9 insurance industry?

10 A. Just short of thirty years.

11 Q. Prior to joining Stout, were you with another firm?

12 A. I was.

13 Q. What was that called?

14 A. It was called the Claro Group.

15 Q. What happened to the Claro Group?

16 A. We formed the Claro Group in 2005, shortly after leaving
17 Anderson. I was one of the founding members from '05 till
18 2017. We -- or I'm sorry, until 2022. We operated the Claro
19 Group, sold it to Stout two years ago in September.

20 Q. And when you said Anderson, is that Arthur Anderson?

21 A. Arthur Anderson. I'm sorry.

22 Q. Okay. And did you have a stop between Arthur Andersen and
23 the Claro Group?

24 A. Yes. I was at a firm called LECG doing the same type of
25 work for three years between Anderson and -- and the formation

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1 of the Claro Group.

2 Q. Do you have a present role in working with Hopeman
3 Brothers, the debtor in this case?

4 A. I do.

5 Q. What is present role?

6 A. I think my present role is financial advisor and insurance
7 consultant to the bankruptcy process.

8 Q. When did you first become involved in assisting Hopeman?

9 A. In late 2004.

10 Q. And what were you doing or asked to do at that time?

11 A. At that time, Liberty had just ended their participation in
12 the program. Hopeman was scrambling to find funds. They were
13 not an operating company. So my job was to come in and work
14 with the excess carriers that were -- that had refused to pay
15 at the time.

16 Q. Okay. So is it fair to say you were trying to get the
17 excess carriers to start paying?

18 A. That was the objective, yes.

19 Q. Okay. All right. Now, what was one of your first tasks
20 then at Hopeman related to insurance?

21 A. Well, so the first task is we had to understand the
22 exhaustion, up until that point, what policies had been
23 exhausted. We had to understand the entire coverage program,
24 which we'll get into later, in terms of how they would operate
25 and how they would respond to the damages. And then in

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1 discussions with the excess carriers, at least one of them, the
2 London Market made it clear that they were interested in a
3 policy buyback. And so we were required to start to look at
4 future forecasts and what could the liability look like over
5 the coverage program.

6 Q. Okay. So as part of that work -- and you're familiar with
7 the insurance portfolio that Hopeman has with respect to
8 liability insurance?

9 A. Yes, I am.

10 Q. Okay. Let me get a document in front of you so we can talk
11 for a little bit more about that. Exhibit 9 in your notebook.

12 A. Okay.

13 Q. It's fairly small print in here. But tell the Court what
14 this is.

15 A. So this is a graphic representation of Hopeman Brothers
16 liability coverage program from 1959 to 1985.

17 Q. Do you know who created this coverage map originally?

18 A. This was created by Dickstein Shapiro who was the law firm
19 that hired us.

20 Q. All right. And Dickstein Shapiro is now known as Blank
21 Rome?

22 A. The folks that were at Dickstein Shapiro are now at Blank
23 Rome. Yes.

24 Q. That's a better way to say it. Thank you. And have you
25 seen other versions of this document?

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1 A. Yes, I have.

2 Q. And what do the other versions sometimes look like?

3 A. You -- we would shade the different carriers to -- to show
4 which ones are insolvent. We would shade the certain carriers
5 if we were talking to them to show where they were. We've -
6 we've drawn this to show where the exhaustions, the current
7 exhaustions lie, so you overlay that on the map. So we've used
8 this for a number of purposes.

9 Q. Okay. And this particular version, can you tell when this
10 one was last edited or created?

11 A. I believe this one would have been edited in 2017.

12 Q. Do you work with a form of this document on a regular
13 basis?

14 A. Yes, I do.

15 Q. What do you use it for?

16 A. Well, you use it to understand where the coverage sits,
17 what will be next up in the program. As you work your way up
18 the program, they have lots of limits. You can see that from
19 this map. But the point is, even though I have limits, some of
20 them are way up here. You can't access them. There's a --
21 there's a method to how you're going to get to those limits.
22 So it's important to understand what the map looks like and
23 understand which plaintiffs will be hitting what part of the
24 map. So yes, it's very important.

25 Q. Is it fair to say then that this is an overview of what the

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1 debtor's liability portfolio looks like?

2 A. Yes. If I didn't say that, that -- I should have. This is
3 just an overview. You have to go to the specific policies,
4 because all the policies have different language unique to
5 those, different treatment of the occurrences, of the defense.
6 So this is very much just an overview.

7 Q. The Court is seeing this for the first time. Can you help
8 walk the Court through how you read this?

9 A. Yes. So along the X axis here are the years, as I said,
10 start from '59, go to '85 when the policies then had asbestos
11 exclusions after that point in time. Along the Y axis are the
12 dollars, so the size of the limits and then where the next
13 limit attaches so you can kind of see that where the higher
14 level excess policies come into play.

15 Along the bottom, you'll see Liberty Mutual is noted on
16 every one of the first boxes along the bottom of the map. That
17 is because they were the primary carrier from, well, earlier
18 than 1959, as early as 1937 up until 1989. You see Liberty all
19 the way through that entire -- through the entire map at that
20 first level. And that first level is called primary insurance.
21 So when we're talking about primary insurance, we're talking
22 about that first level related to Liberty.

23 Now, as you go across the map, you'll see other of the
24 insurance companies, Travelers. You see INA, which is now
25 known as Chubb. You see the London Market up there at the top

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1 of this first page. So you'll see that you have carriers all
2 throughout this.

3 What you'll also see then is you have Liberty Mutual, in
4 addition to being a primary carrier starting in 1974, also
5 picks up an excess piece. So they've got five million dollars
6 of excess insurance coverage right above their primary layer
7 starting there. So that's also instructive. And then those
8 are the limits that were in play with Liberty. And then --

9 Q. How about within the box? Each of the particular boxes has
10 some other information. What is that all about?

11 A. Right. So a good example -- pick one that you can see.
12 Look at the London one that sits up at the top of page 1.

13 Your Honor, if you see.

14 So that London, right below it, London is the -- and mine
15 is a little complicated because there are multiple participants
16 to this program. But there's a policy number right below it,
17 then the dates. It starts March 2nd of '67, runs through April
18 4th of 1970. And then what you see below that is twenty
19 million excess -- twenty million, excess .3 million. So what
20 that means is that this layer is a twenty-million-dollar layer.
21 That's the first twenty. It sits excess of a twenty-million-
22 dollar layer, which you see below that. And it sits excess of
23 a 300,000-dollar layer, which is the primary Liberty layer. So
24 as you go up the map, you can see at any of those boxes, okay,
25 this is where it sits, and this is what's below it.

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1 Q. Okay, great. Why does this chart start in 1959?

2 A. Because that was the first known where they had the actual
3 copy of the policy and the policy numbers. There's strong
4 secondary evidence that there were a policies issued going back
5 to 1937, but the policy numbers were not available. And the
6 policies in many cases couldn't be located.

7 Q. And so the details about those policies may not be
8 available either?

9 A. Correct.

10 Q. How about -- and then I think you mentioned it, but so the
11 Court understands, why does it stop with 1985 or at the end of
12 1984?

13 A. So, beginning at that point in time, it was -- for Hopeman,
14 asbestos coverage was commercially unavailable for them. They
15 weren't able to get that coverage. And in and around that
16 time, the insurance market in general stopped covering asbestos
17 exposures in and around 1984. Some got longer, some shorter.
18 For Hopeman, it ended in '84.

19 Q. So except for the policies that couldn't be found pre-1959,
20 is this a fair depiction or overview of the policies that are
21 in play with Hopeman with respect to asbestos claims?

22 A. I think it's a graphic representation, yes.

23 Q. Okay. Is there any significance to the year 1977 with
24 respect to the portfolio?

25 A. Yeah. '77 is important because after that time, asbestos

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1 was not used by Hopeman in their operations. And so later in
2 this discussion, we're going to talk about the nature of
3 certain claims and whether they are a completed operations
4 claim or what would be deemed an operational claim. And
5 operational claims are loosely defined as happening during the
6 operation, in Hopeman's case, the cutting, the sawing of the --
7 of the boards. After that point in time, they -- they no
8 longer used asbestos in their contracts. So that -- that's an
9 important date.

10 Q. Okay. So if you look at this, and you were in the
11 courtroom for counsel's argument earlier about the coverage map
12 and there being apparently a lot of coverage, I think the term
13 was hundreds of millions of dollars. Is that correct?

14 A. Yeah. There are hundreds of millions of dollars of limits,
15 yes.

16 Q. Then why did Hopeman have to file for bankruptcy?

17 A. Well, let's go back to when we first got retained in 2004.
18 Liberty had paid all their limits that they -- that they said
19 related to their property -- to their completed operations.
20 And at that point, Hopeman is a nonoperating company. They
21 don't have money to -- to make any additional payments. And so
22 the only carriers that were willing to start paying were
23 Travelers at the beginning of this program right there in the
24 1965 timeframe, they had three years, and international the
25 last two years. The other carriers weren't willing to pay.

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1 And so you've got a gap if you assume over a twenty or a
2 thirty-year period and you only have five years of that willing
3 to make payments, you have to get access to the rest of those
4 limits. And the carriers going back to early 1980s often
5 fought about who of the insurance industry was responsible for
6 covering the plaintiffs. Was it when they were exposed? Was
7 it when they got diagnosed? When did that happen? And so
8 because of those disputes, no one was paying. Hopeman was
9 forced to do deals to generate an ability to satisfy the
10 plaintiffs' claims. And so we started working through the
11 program.

12 And so it is true that you have hundreds of millions of
13 dollars of coverage, but you can't just go to the top of the
14 map and say, you wrote coverage, you have to pay me. You have
15 to exhaust all of the layers below those. And in some cases,
16 those insurers are long gone. They're insolvent. You have to
17 figure out a way to fill that insolvent hole. If you look at
18 the map, on page 2 of the map, there's a -- and it's actually
19 shaded, Home Insurance wrote a five-million-dollar layer for
20 three years and a very important time for this coverage
21 program. Home has been insolvent since the early 2000s, so
22 they were not paying. So when you have a hole like that in the
23 program, you have to figure out how to fill that. And you have
24 to work your way up the program either horizontally or
25 vertically, and it's not clear which way. That's another

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1 dispute that comes up.

2 So while there's a lot of insurance, you can't access all
3 the insurance. And the carriers aren't going to run to write
4 you a check. So it's about --

5 Q. Yeah. Were the carriers articulating to you in the
6 argument about why they weren't paying?

7 A. Yes. There were multiple arguments. The biggest one was,
8 you know, which of the cares is responsible, when does the
9 damages attached, does it attach at the date of first exposure,
10 does it attach at a later point, but also arguing about whether
11 it's a completed operations claim or an operational claim. And
12 so the carriers that sat right above Liberty weren't convinced
13 that Liberty had paid for -- had fully exhausted all of their
14 limits, and there was an operational component to the claims.
15 And that was a big issue that we were dealing with as well.

16 Q. So how did you address that issue then?

17 A. Well, we met with the carriers, and we presented a series
18 of projections on what the future could look like and a series
19 of allocations under multiple allocation scenarios, some
20 directed by them, some directed by us. We looked at scenarios
21 where there was a certain percentage of the claims that were
22 deemed to be operational and not subject to go up the map.

23 So we ran a lot of different scenarios in the settlement
24 context to try to arrive at settlements that worked for both
25 Hopeman and the carriers.

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1 Q. Okay. Well, then why then if you reach the settlements did
2 that not solve Hopeman's problems forever more?

3 A. Well, it got us from 2004 to 2024. And now we find
4 ourselves with less than four million dollars of cash. And
5 because of the settlements that we've done in the past to try
6 to be able to fill the holes, Hopeman is responsible for
7 somewhere in the neighborhood of thirty-five to forty percent
8 of any of the dollars that come in today. That has to come
9 from previous settlements because they don't have any
10 additional funds. And so if you're spending ten or fifteen
11 million a year, thirty-five percent of ten million, you know,
12 is three and a half million dollars. So that would eat up
13 anything that's remaining of their cash. So they have a hole
14 in their program, and they don't have enough cash to be able to
15 continue to -- continue to go down the path that we've been
16 doing for twenty years.

17 Q. When you were talking about thirty, thirty-five percent,
18 when you talk about in indemnity claims, were you talking about
19 defense costs as well or what were you --

20 A. There's slightly different numbers, but it's pretty similar
21 in terms of their share, both indemnity and defense. It's a
22 little different.

23 Q. All right. When you mention indemnity in this context,
24 describe to the Court what you mean.

25 A. I think in the insurance context, it is that the insurance

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1 company will indemnify their policyholder for the tort that was
2 alleged under the policy. So that, I think, is the basis for
3 the indemnification language.

4 Q. Okay. So if Hopeman settles a claim and pays it, the
5 insurance company paying Hopeman, is that what you would term
6 an indemnity claim payment?

7 A. Right.

8 Q. Okay.

9 A. That's --

10 Q. And tell the Court then what defense costs includes.

11 A. So the defense costs are all the costs associated with
12 defending the claim in the underlying matter. So looking at
13 product ID, looking at the exposure dates, looking at the
14 medicals, looking at all of the things relevant to defending
15 that underlying matter and tracking the open cases and
16 everything that goes along with that.

17 Q. Okay. Do some carriers in Hopeman policies -- some cover
18 defense costs and some not?

19 A. Yes.

20 Q. You have to look at every policy to determine that?

21 A. Correct.

22 Q. Okay. Is there anything about the nature of asbestos
23 claims that complicates the coverage analysis? You mentioned
24 earlier about when they accrue. Are these typically involving
25 multiple years of policies in the analysis?

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1 A. Yeah. I mean, that's one of the things that complicates it
2 because it is an ongoing -- it is an ongoing disease. And so
3 there are questions about when you were first exposed and then
4 how that disease develops and when it manifests itself. And so
5 there are questions in different venues about how the policies
6 then respond to those -- those injuries.

7 Q. So as an example, just picking out something here, if you
8 had a date of first exposure in maybe 1974 and the disease
9 didn't manifest itself until 2020, which policies on this chart
10 might be involved?

11 A. Well, depending on what venue you're in, you could pick any
12 of those within that '74 to -- in this case, you can't go past
13 '85 because you don't have coverage that's responsive to
14 asbestos. But there are some venues that will say you have to
15 spread that evenly. So it's just not an easy answer.

16 Q. It's complicated?

17 A. It's complicated.

18 Q. And you have to go through that process to figure out which
19 stack you can reach, how high up the stack you can reach; is
20 that fair?

21 A. Yes.

22 Q. Okay. All right. Going back to the coverage map, you
23 mentioned Liberty is across the bottom, correct?

24 A. Yes.

25 Q. And are you aware at the time you arrived, working with

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1 Q. And I'm not going to go into the particular terms of any of
2 those agreements, but what was your understanding of the
3 substance of the agreement?

█ [REDACTED]

12 Q. So let's talk particularly about what were the issues being
13 resolved that you're aware of in your agreement? Again, not
14 telling me how particular the agreement resolves all of them,
15 but what were the issues being resolved?

16 A. Okay. So understand that I didn't participate in that
17 agreement.

18 Q. Understood.

19 A. I was not part of it. So anything that I'll tell you is
20 based on our conversations. █ [REDACTED]

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[REDACTED]

[REDACTED]

3 Q. But do you understand that those issues were settled?

4 A. Those were settled.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

13 Q. And are indemnity provisions in your experience pretty
14 typical in a settlement agreement with an insurer?

15 A. Very common.

16 Q. And what would typically be an indemnity agreement? What
17 would it cover?

18 A. Well, the settling carrier would want indemnity from the
19 policyholder for anybody else that comes in to make a claim.
20 So another affiliate, another subsidiary that they don't
21 necessarily control that would come in and make a claim and try
22 to break up whatever agreement they had, they want protection
23 from that. They also want protection against contribution
24 rights from other insurance carriers. So you work hard to
25 get -- they release their contribution rights and get the

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1 release of contribution rights from other settling insurers.

2 So what they're looking for when they -- in my experience,
3 what the insurers are looking for is some level of finality.
4 And if they -- if they don't have the indemnity back, they may
5 make payments and then have other people coming, making claims
6 on the same limits. And that's not part of their business
7 model.

8 Q. Are you aware of whether Liberty has suggested they will
9 bring an indemnity claim against Hopeman if they are not
10 protected by the motion of stay

11 A. Yes.

12 Q. Does that surprise you?

13 A. No.

14 Q. Why not?

15 A. I would fully expect them to make an indemnity claim.

16 Q. Okay. Are you familiar with the Louisiana direct action
17 lawsuits that have been brought against some of the former
18 directors and officers?

19 A. I am familiar that they've been brought, yes.

20 Q. Okay. And do you know whether Liberty has been sued in
21 those direct action lawsuits as insurer for Wayne?

22 A. Yes, that's my understanding.

23 Q. And to date do you know whether they have been named as
24 defendants as insurer for Hopeman?

25 A. I -- unless they were named recently, and I don't think

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1 they could have named them until they -- we were in bankruptcy.

2 So I'm not -- my answer is no.

3 Q. Yeah. Are you aware of who defended Liberty in the
4 litigation when they were named as an insurer for Wayne?

5 A. Kaye Courington would have been defending.

6 Q. Would that have been at Hopeman's cost?

7 A. Yes. Hopeman would have paid her bills.

8 Q. And would Hopeman have presented those bills to excess
9 carriers for payment?

10 A. Yes, those would have been part of the bill sent to the
11 carriers.

12 Q. And if those lawsuits were settled in which Liberty was
13 named as an insurer for Wayne, who paid the money to pay the
14 settlements?

15 A. Well, it got paid out of either the Liberty trust fund or
16 from the money we received from the excess carriers that we
17 settled with.

18 Q. Now, after Liberty Mutual had made the payments required by
19 the agreement that you testified about before, did you take on
20 any role with Hopeman respect to tracking issues?

21 A. Yes. We began tracking the payments that were made and the
22 exhaustions across the coverage block in 2009.

23 Q. What's the difference between tracking payments that were
24 made and tracking exhaustion?

25 A. Well, the payments, I'm talking about payments that are

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1 made to the underlying plaintiff. So the defense and indemnity
2 payments, so keeping track of those and understanding that. On
3 the exhaustion is then taking those indemnity and defense
4 payments and allocating those over the coverage block according
5 to the CIP agreements that we have with the various carriers.
6 So you have to follow the terms of the coverage-in-place
7 agreements to determine what the exhaustion looks like.

8 Q. Let's break that down a little bit. You mentioned the
9 coverage block. Tell me what that is with respect to kind of
10 looking at this map. What's the coverage block you're talking
11 about?

12 A. So the coverage block is 1965 to 1985.

13 Q. Or a shorter period?

14 A. Or a shorter period, if -- so the allocation -- and it
15 depends on the coverage-in-place agreement, right? So -- but
16 if you're -- most of the coverage in place agreements we have,
17 the allocation would start with the data first exposure. So in
18 the underlying case, you have to identify where you were at our
19 shipyard, when we were at that shipyard. If you were, payroll
20 records prove you were there. Get the date when were they
21 first there. And then you would allocate the damages evenly
22 from that date until the end of the coverage program, 1984 to
23 the end of the asbestos coverage.

24 Q. Okay. You said CIP and then later said coverage-in-place
25 agreement. Can you explain conceptually what those involve as

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1 opposed to a settlement agreement?

2 A. Right. Well, coverage-in-place I would also deem as a
3 settlement agreement, but it differs as opposed to a
4 commutation or buyback where the carrier says here's twenty
5 million dollars, we're done, go away, spend it on asbestos
6 claims. That's a commutation. The coverage-in-place agreement
7 is an agreement that says we will agree to pay when you present
8 these claims to us under this criteria. So, you know, it has
9 to meet a list of things to make sure there's product ID and to
10 make sure its medical diagnosis is proper. There's generally
11 going to be guardrails on approvals above certain levels for
12 settlements, those type of things, and that they will pay
13 within thirty days or sixty days, whatever it is, based upon
14 the formula. And that agreement will tell you exactly how that
15 exhaustion formula will work.

16 Q. Okay. And then how do this coverage-in-place agreements
17 you're talking about, how do they interact with -- or how do
18 they relate at all to the Liberty settlement or buyback that
19 you talked about? Do they -- are they somehow interlaced?

20 A. They interrelate because they all come on top of the
21 Liberty exhaustion. And so in arriving at those agreements, we
22 still have to deal with the underlying issue of exhaustion by
23 Liberty and the operational nature of certain of the claims.
24 So it was very much an issue throughout the whole thing.

25 Q. Okay. You mentioned some of the excess carriers raising

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1 the issue of exhaustion, correct? Which ones?

2 A. All of the excess carriers that I negotiated with and dealt
3 with raised the issue of proper exhaustion of the Liberty
4 policies. That would include London. That would include INA.
5 That would include MMO. That would include Lexington. That
6 would include CAN. That would include Gentry, all of those.

7 Q. So discussing those issues with all of them and trying to
8 reach agreements with all of them, that's what you were doing?

9 A. That was part of what we were doing, yes.

10 Q. Did you reach agreements, put agreements in place with each
11 one of them?

12 A. We were able to get agreements in place with each one of
13 them.

14 Q. Okay. Now, you mentioned you were tracking exhaustion.
15 How did you get the information you needed to do that?

16 A. So SES maintains the database of the -- they pay the
17 plaintiff firms on the defense side. They make the indemnity
18 payments. They track that in a database. They send that to
19 us. And then we utilize that to then allocate the damages over
20 the coverage program and track the exhaustions.

21 Q. Who is SES?

22 A. SES is a claims administrator that Hopeman hired after
23 Liberty Mutual was done administering their claims.

24 Q. Okay. Hired somebody actually used to be at Liberty,
25 correct?

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1 A. Don Ward who started SES was the claims handler for Hopeman
2 on behalf of Liberty. Yes.

3 Q. So tell me how they do their work. They would collect
4 information about which claims to pay? Is that how it -- tell
5 me how it works.

6 A. Well, it starts with the claim gets submitted. So, you
7 know, they get the notice that they have a claim. They have to
8 enter that into the database. They have to work with, then
9 assign local counsel and then gather the information on the
10 complaint and track all of the lead-ups to the case and the
11 discovery and track all of that in their database. They're
12 paying local counsel bills and accumulating those. And then
13 they then will transmit those database with the defense and the
14 indemnity to us so that we've got a record of that. If we have
15 questions, then we interact with them on certain open items.

16 Q. And do you then -- does Stout then convert that database
17 into a different format?

18 A. Yes, because SES operates with a database called FileMaker
19 Pro. It's very old. Nobody can operate with it. And so we
20 simply convert FileMaker Pro into Microsoft Access so that --
21 because we have turned this database over to the insurers as
22 we've been going through negotiations and make it available to
23 them. And they can utilize access much easier. So we do
24 nothing to it other than convert it from FileMaker Pro to
25 Access.

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1 Q. And did you get a copy of that database effective as of the
2 petition date from SES?

3 A. I did.

4 Q. And did you convert it to a usable format?

5 A. We did.

6 Q. And after the confidentiality agreement was received from
7 the committee yesterday, have you orchestrated transferring a
8 copy of the database to the committee?

9 A. I believe we have, yes.

10 Q. Now, as part of its tracking, did Stout track both
11 indemnity payments and defense costs separately?

12 A. When you say track, I would say, you know, we monitor it.
13 SES I think is tracking. But yes, we were monitoring both the
14 indemnity and the defense.

15 Q. Okay. This document's already in evidence, Exhibit 7. If
16 you return to that policy that's behind that tab. I've got a
17 question for you about that.

18 A. Tab 7?

19 Q. Yes, sir.

20 A. Okay.

21 Q. Is that representative of one of the policies that were on
22 the coverage map?

23 A. Yes, it is.

24 Q. All right. And does this indicate in any way that Hopeman
25 shares the insurance coverage with any other party?

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1 A. Yes, it does.

2 Q. Who does it share it with?

3 A. It shares it with the other -- the directors and officers.
4 It shares it with Wayne and other subsidiaries.

5 Q. All right. And if a claim against one of this shared
6 insureds under the policy is paid, does that reduce the policy
7 for the benefit of the others?

8 A. Yes.

9 Q. All right. Let me get you to turn to Exhibit 10 in the
10 notebook, designated as Exhibit 10. It's a two-page documents
11 printed on both sides. What does that document represent?

12 A. So this document was prepared by Stout using the databases
13 that we just talked about. So on the first page, this is
14 looking at the indemnity dollars. And this first column, you
15 can see down the left hand side, you see the years. So it's
16 last five years. You can see the settlement, counsel. These
17 are indemnity settlements in the first column in Louisiana, and
18 in the second column, settlements for all the state settlements
19 over that point in time. So what you see is that over the last
20 five years, about eleven percent of the claims have been
21 settled in Louisiana as compared to all of the states.

22 Then if you slide to the right side of this chart, you're
23 looking at indemnity dollars. So these are the dollars
24 associated with the indemnity settlements that are represented
25 on the left-hand side. So you see that over the last five

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1 years, seventy-one percent -- almost seventy-one percent of the
2 indemnity dollars from settlements have come out of Louisiana
3 related indemnity settlements.

4 Q. Compared to the total of the claims, were about ten percent
5 related to Louisiana, correct?

6 A. Yes.

7 Q. So disproportionate payments?

8 A. It is disproportionate.

9 Q. Okay. Let's flip to the second page. And tell me what --
10 explain what this is all about, and walk the Court through this
11 page.

12 A. So the second page is the similar look, but it's just
13 looking at defense dollars. So these are the defense dollars
14 associated with on the left all of Hopeman's defense during
15 those times of the asbestos matters. And in the second column,
16 the 18.8 million is the defense associated with the Louisiana
17 cases during that time. And you see that the percentage of the
18 defense dollars are similar to the indemnity in that they're
19 about seventy-three percent of the total spend relates to
20 Louisiana.

21 Q. In the top two columns on the very right, it's got LA
22 and -- sorry. Maybe I missed you explaining that. Did you
23 explain that?

24 A. No. I was going to. Thank you. So Kaye Courington , who
25 does the majority of the work in Louisiana, was also covering

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1 the Mississippi cases and had not broken it out separately. So
2 a portion of the 2019 and 2020 relate to Mississippi matters in
3 addition to Louisiana.

4 MR. BROWN: Your Honor, I'd offer that as Exhibit 10.

5 THE COURT: Any objections?

6 MR. COX: No objection, Your Honor.

7 THE COURT: Exhibit 10 is admitted.

8 (Stout document was hereby received into evidence as
9 Exhibit 10, as of this date)

10 Q. But based on that information and your working with the
11 company for a lot of years, if multiple plaintiffs are allowed
12 to pursue litigation post-petition against Liberty Mutual, are
13 you concerned about the defense costs then?

14 A. Yes.

15 Q. Why?

16 A. We have less than four million dollars of cash available.
17 And in my experience, these issues are very messy and would be
18 very complicated. And it's going to cost a lot of money.

19 Q. What would the defense cost be spent on if this litigation
20 were to continue?

21 A. Well, I think specific to Liberty, if Liberty gets sued, I
22 believe they'll make an indemnity claim back to Hopeman.
23 That's going to require Hopeman to spend a lot of money. I
24 also think they will make an indemnity claim to Chubb and to
25 Resolute and those carriers as well which will then funnel back

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1 to -- I believe those claims will funnel back to Hopeman as
2 well. So I think there'll be a number of parties making claims
3 back to them if this goes forward.

4 Q. Okay. In addition to claims, are you anticipating that the
5 debtor will incur fees to deal with these issues?

6 A. Well, yeah. I mean, that was -- the point is when it comes
7 back, I think they're going to have to spend money to then deal
8 with the issues that are raised by the carriers.

9 Q. It would have to deal with discovery issues?

10 A. Right, yes.

11 Q. It would have to deal with coverage fights?

12 A. I believe they would, yes.

13 Q. Where would you expect coverage fights to break out?

14 A. Where?

15 Q. Where?

16 A. All those carriers are going to be looking at each other
17 for why it's not their responsibility and why they're already
18 out of it. So that's been the common theme. From the time
19 that we started, it was, you know, it's not our responsibility,
20 it's someone else's. I mean, if you look at that map, you had
21 three years of London coverage in the middle of this program
22 right above Liberty that refused to pay for more than ten
23 years. And a company that doesn't have excess money has to try
24 to figure out a way to fill that hole in. And so the fights --
25 it would be surprising if there were not significant fights

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1 amongst the carriers that will involve Hopeman on who should be
2 responsible for these claims.

3 Q. Do you have concerns that those expenses would be more than
4 nominal?

5 A. Yes.

6 Q. Are you familiar with the motion to stay that's before the
7 Court today?

8 A. I am.

9 Q. And if the relief sought is denied, do you have any concern
10 about any impact on Hopeman's insurance coverage?

11 A. I do.

12 Q. What would that concern be?

13 A. Well, the concern is that it'll quickly exhaust the limited
14 funds that we have to be able to continue the matter. And it
15 could also impact the other assets within the coverage block.

16 Q. If litigation is filed or continues against of former
17 directors and officers who have been named as defendants, are
18 you concerned that may have an impact on the estate?

19 A. Yes.

20 Q. What would be the impact?

21 A. Well, again, it's the limited funds that -- I believe
22 Hopeman would have to -- Hopeman has indemnified the D&Os. So
23 Hopeman is going to have to step up to defend them, and it's
24 going to cost money to do that.

25 Q. And let me get you to turn to Exhibit 6 which has been

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1 admitted into evidence. Are you there?

2 A. Yes.

3 Q. Okay. What does that document?

4 A. These are the bylaws of Hopeman brothers.

5 Q. All right. And do the bylaws include obligations to
6 indemnify directors and officers?

7 A. It does.

8 Q. Okay. And you testified earlier that directors and
9 officers shared coverage. We looked at a policy together,
10 correct?

11 A. Correct.

12 Q. So could there be two impacts then, of them having to
13 defend themselves, making bylaw claims, indemnity claims, and
14 making claims on the policy?

15 A. Yes.

16 Q. All right. Do you believe the relief sought in the motion
17 to stay is important to the debtor?

18 A. I do.

19 Q. Do you think it's critical to the success of this case?

20 A. I do.

21 MR. BROWN: Those are all the questions I have, Your
22 Honor.

23 THE COURT: Cross-examine.

24 MR. COX: Very limited, Your Honor, as it relates to
25 point of clarification.

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1 CROSS-EXAMINATION

2 BY MR. COX:

3 Q. Good afternoon, Mr. Van Epis. My name is David Cox. I
4 think you were in the courtroom when I was speaking earlier. I
5 think you testified that Hopeman might have a duty to identify
6 Liberty under one of the settlement agreements. Do I have that
7 correct?

8 A. You do.

9 Q. Do you have in mind which agreement would impose that duty
10 to indemnify?

11 A. Well, there was -- there -- there is -- which of the two
12 agreements?

13 Q. Let me clarify my thinking. So we were provided with two
14 documents from 2003. One was a settlement agreement. Another
15 was a hold-harmless and indemnity agreement. Is your concern
16 based -- does your belief that Hopeman would have an obligation
17 to indemnify flow from the hold-harmless and indemnity
18 agreement?

19 A. Wait, let me clarify.

20 Q. Sure.

21 A. I didn't say they'd have an obligation to indemnify. I
22 said they're going to get an indemnity claim that would be
23 lodged against them and they would have to fight it.

24 Q. Okay. And what's the basis of that belief?

25 A. Liberty has already told them if they get sued, they're

Ron Van Epps - Cross

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1 going to make an indemnity claim.

2 Q. Liberty told who?

3 A. Liberty told counsel.

4 Q. And what was the basis for Liberty's indemnity?

5 A. I wasn't part of the discussion. The question posed to me
6 was, do you expect Liberty to make an indemnity claim against
7 Hopeman. My answer is yes.

8 Q. Is there any -- again, I'm just trying to separate the two
9 agreements. Is there any obligation within the --
10 distinguished between the settlement agreement and the hold-
11 harmless agreement -- do you have the two agreements in mind?

12 A. I do.

13 Q. Okay. To your knowledge, is there any obligation within
14 the settlement agreement that would impose upon Hopeman to
15 indemnify?

16 MR. BROWN: Your Honor, let me object to the extended
17 calls for legal conclusion about the terms of the settlement
18 agreement. Mr. Van Epps testified generally about his
19 expectation, not specifically the terms of the agreement. So I
20 simply think it calls for a legal question.

21 THE COURT: Response?

22 MR. COX: Your Honor, I'm trying to understand what
23 forms the basis for the belief that there will be an indemnity
24 claim and what the indemnity claim would stem from.

25 THE COURT: Well, to the extent that calls for a legal

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1 conclusion, I'm going to sustain the objection.

2 Q. Mr. Van Epps, I think you testified that didn't believe
3 that an indemnity claim would be valid. What's the basis for
4 that belief?

5 A. Wait. Can you say that again?

6 Q. I think you distinguished between Hopeman's receipt of an
7 indemnity claim versus whether it was a valid claim or not.

8 A. No, I didn't try to distinguish that. All I said is I'm
9 not trying to say whether it's valid or not valid. The
10 question posed to me was, do -- would you expect Liberty to
11 file an indemnity claim. And my answer was yes. I didn't get
12 into whether it's a good claim, a valid claim, whether it'll
13 stand up. That's not really for me.

14 Q. Do you have any familiarity with the hold-harmless
15 agreement?

16 A. I've read it.

17 MR. COX: Your Honor, this goes back to the motion to
18 seal. I have a question to pose about the hold-harmless
19 agreement that is subject to Your Honor's order. And so I
20 don't know if I need to clear the courtroom. I need to seek
21 guidance from you as to how to examine the witness on this
22 document.

23 THE COURT: Well, to the extent that you would be
24 disclosing any confidential information, then we've already --
25 I've already indicated that I'm not going to allow that. So

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1 parties could tell me -- maybe you can confer with Mr. Brown
2 and indicate what it is you intend to get into. And then I can
3 hear from Mr. Brown what he believes is appropriate.

4 MR. COX: Okay. Thank you, Your Honor.

5 Your Honor, I'll withdraw the question. And no
6 further questions. Thank you.

7 THE COURT: Anyone else wish to cross-examine the
8 witness?

9 MR. MINTZ: Your Honor, again, for the record, Mark
10 Mintz on behalf of the Hopeman claimants.

11 CROSS-EXAMINATION

12 BY MR. MINTZ:

13 Q. Mr. Van Epps, I wanted to clarify for the record and make
14 sure I was understanding a little bit of what I heard. You are
15 not an attorney; is that correct?

16 A. That's correct.

17 Q. Did you help put together the plan of reorganization that's
18 involved in this case?

19 A. I participated in that.

20 Q. Okay. Do you understand generally its terms?

21 A. I do.

22 Q. You understand that the terms of that plan of
23 reorganization do include injunctions, permanent injunctions
24 against the debtor and against settling insurers?

25 A. You're getting into legal questions. I'm not really

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1 comfortable --

2 Q. I'm just asking if you understand that those provisions are
3 in play. If the answer is you don't understand that, that's
4 fine.

5 A. I don't understand that.

6 Q. Okay. You did discuss the indemnity claims. And I think
7 you clarified with the counsel's questions earlier that you
8 believe Liberty would make a claim for indemnity; is that
9 correct?

10 A. That is correct.

11 Q. However, you are expressing no opinion as to whether or not
12 the claim is valid, has a defense, or anything like that; is
13 that correct?

14 A. That's correct.

15 Q. You also are expressing no opinion as to whether or not the
16 claim would be subject to any objection by the debtor or any
17 other party-in-interest; is that correct?

18 A. Well, that question wasn't posed to me. Why don't you
19 restate what you --

20 Q. Well, isn't it true that such a claim that would be filed
21 for indemnity would be subject to objection in this Court by
22 the debtor?

23 MR. BROWN: Objection. Calls for legal conclusion.
24 He's not an attorney.

25 THE COURT: Sustained.

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1 Q. So you are not expressing an opinion as to whether or not
2 there would be an objection; is that correct?

3 A. That's correct.

4 MR. COX: Wow, I managed to break that. I apologize,
5 Your Honor. I'm going to leave that there.

6 THE COURT: It seems to be working. You can leave
7 that there.

8 MR. COX: Thank you.

9 Q. So the other question that I had I wanted to understand, we
10 went through Exhibit 1- in your book, which was the database
11 you put together, the number of claims versus in Louisiana
12 versus the total states. I believe you testified that it was
13 eleven percent of the total claims were in Louisiana; is that
14 correct?

15 A. No. I testified that those were the settled claims. So
16 during those five years, that was the percentage of claims that
17 were settled in Louisiana versus those settled in other states.

18 Q. Okay. And then you said but seventy percent of the dollars
19 were settled dollars, I guess, for the Louisiana claims; is
20 that correct?

21 A. Yeah. The indemnity dollars paid for seventy percent of
22 the total indemnity dollars paid during that period.

23 Q. And then the second chart -- that's what I don't
24 understand. What is the difference between this first chart
25 talking about indemnity dollars and the second chart was

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1 seventy-three percent of the total spent was in Louisiana?

2 A. Defense dollars. So the second chart is defense only. The
3 first chart are indemnity payments made to the claimants. The
4 second chart are defense fees paid to local counsel and NCC.

5 Q. And though according to your chart, those are paid by
6 Hopeman; is that correct?

7 A. Well, those are paid out of the funds from Hopeman, from
8 the funds from one of those excess carriers or paid as part of
9 the CIP.

10 Q. Okay. And so is the point of the chart to show that the
11 Louisiana costs are disproportionate to everyone else?

12 A. The point is just to present the information that there are
13 very large -- that it's -- a very significant portion of our
14 spend relates to Louisiana matters.

15 Q. But you're not making any commentary I assume -- I will ask
16 it this way. Are you making a commentary on the quality of
17 claims or the severity of claims that would come out of
18 Louisiana versus anywhere else?

19 A. I'm making no judgment or comment on that at all.

20 Q. Right. And that's not what -- that's not what that chart
21 is about. It is simply stating in a vacuum what the dollars
22 were in Louisiana versus other states; is that correct?

23 A. It's just stating the facts. This is what happened.

24 Q. Okay. But you're not giving -- you're not giving an
25 opinion as to why that happened?

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1 A. I'm not giving an opinion as to why that happened.

2 MR. COX: No further questions, Your Honor.

3 MS. SIEG: Good afternoon. For the record, Beth Sieg
4 of McGuireWoods for Huntington Ingalls Industries.

5 CROSS-EXAMINATION

6 BY MS. SIEG:

7 Q. Just a couple questions for you, sir. How long did it take
8 you to prepare Exhibit 9, which is the -- I believe the
9 coverage map? I have a copy at the podium.

10 A. We -- to be clear, we didn't prepare a coverage -- we
11 didn't prepare the coverage map. It was prepared by the law
12 firm before we joined.

13 Q. Have you ever prepared a similar coverage map like that?

14 A. Yes.

15 Q. How long would that typically take you.

16 A. For a coverage map like this, it would take a long time to
17 read all of the policies and get all the appropriate language.
18 It would take a considerable amount of time.

19 Q. And when you spoke about the indemnity claim that Liberty
20 might file, were you referring to the proof of claim process in
21 the bankruptcy case or something else?

22 A. No, I was referring to something else.

23 Q. What would that be?

24 A. If they get sued, I would expect them to file a claim as a
25 result of being sued.

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1 Q. Where would that be?

2 A. Where would what be?

3 Q. Where would they file that claim?

4 MR. BROWN: I'm going to simply object. Again, legal
5 conclusion. He's not a lawyer to prosecute claims. He doesn't
6 know where they'd be filed.

7 MS. SIEG: I don't want a legal conclusion. I'm
8 exploring what his understanding is of the potential claim by
9 Liberty. And you may say you don't know where they would file
10 it. But I'm trying to understand what the debtor's expectation
11 is.

12 They've explained to Your Honor they're very concerned
13 about defense costs being paid, but we know that Liberty would
14 have an unsecured proof of claim for those costs, and they
15 would not be payable immediately by the estate. So I'm trying
16 to ask the debtor's financial advisor if he has an
17 understanding about how Liberty would allege and recover on
18 that claim, separate from whether it's in the enforceable or
19 eventually payable or not.

20 MR. BROWN: Same objection, Your Honor, legal
21 conclusion.

22 THE COURT: Well, I do think it verges on legal
23 conclusion, but I also think he did testify to some extent
24 about the debtor having to contribute costs. So I'm going to
25 allow the question.

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1 A. I'm okay answering that part of it. It's going to -- I'm
2 not talking about the proof of claim form that Liberty, if
3 they're successful gets that. What I was talking about is, if
4 they make the claim, we are going to -- Hopeman will have to
5 defend against that claim. They will have to spend money. And
6 we have -- they have less than four million dollars. It will
7 quickly exhaust the funds that they have available for the
8 plaintiffs. That's the concern.

9 BY MS. SIEG:

10 Q. And as the debtor's financial advisor, is it your
11 understanding that Liberty would have the ability to file and
12 prosecute that claim and require the debtor to pay those
13 defense costs immediately in the bankruptcy case?

14 MR. COX: Again, calls for legal conclusion, Your
15 Honor. Objection.

16 THE COURT: Yeah. I'm going to sustain that. I don't
17 think the mechanism for how or when that debtor would pay is
18 part of what he did testify or that -- I do think that involves
19 legal opinion.

20 MS. SIEG: Thank you, Judge. That is all I -- oh,
21 actually, no, let me, let me correct that.

22 Q. Exhibit 10, I believe, is the historicals or payouts. Did
23 you prepare that document or compile it from information the
24 debtors already have?

25 A. Yes.

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1 Q. How long did that take?

2 A. Less than a day.

3 Q. Okay. And that's with access to all of the supporting
4 documents that have the underlying information that populates
5 that document?

6 A. Yes.

7 MS. SIEG: Thank you. That's all, Your Honor.

8 THE COURT: Does anyone else wish to cross-examine?
9 Redirect?

10 MR. BROWN: None, Your Honor.

11 THE COURT: All right. Was it your intention to move
12 for admission of Exhibit 9?

13 MR. BROWN: It was not, Your Honor. I offered that
14 for demonstrative purposes only.

15 THE COURT: All right. Very well. Thank you.

16 All right. Mr. Van Epps, you may step down.

17 MS. SIEG: And with that, Your Honor, we rest on our
18 motion.

19 THE COURT: Does anyone else wish to offer evidence in
20 connection with this motion? All right. Apparently not.

21 Wish to make arguments?

22 MR. BROWN: We would, Your Honor.

23 Your Honor, we did file an extensive reply yesterday
24 with a lot of case law in it. I'm sorry to have hit you with
25 that yesterday. It was filed when it was supposed to be filed,

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1 at least by the time it was supposed to be filed. And there's
2 a lot of law. But I'm not going to go into all the law. I
3 think you need it, it's there.

4 But what I do want to say is really the theme that was
5 in the reply which is the motion really seeks to accomplish
6 exactly what the automatic stay is supposed to accomplish in a
7 case like this. It's to preserve estate assets. It's to avoid
8 the depletion of its policies, to address only a subset of
9 claimants. It's to avoid the occurrence of attorneys' fees to
10 deal with claims, to deal with discovery. It's to avoid the
11 triggering of potential indemnity claims and fights about
12 indemnity claims, whether they're valid or not.

13 We need to avoid unnecessary incurrences, fees and
14 unnecessary interference with this Court's administration of
15 this case. The only asbestos claimants that are opposing our
16 motion to stay are Louisiana claimants and a subset of them who
17 want to prosecute their own direct action claims against the
18 debtor's insurers and the former directors and officers. They
19 want to substitute for Hopeman in existing litigation our
20 insurance companies. That's what they want to do.

21 So talk about identity interests, debtor got sued,
22 stay comes in. They want to substitute someone else who has
23 the exact same interest as the debtor. Your Honor, there are
24 thirty-five of those lawsuits pending, and each of them names
25 the debtor. Some of them name Liberty directly as an insurer

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1 for Wayne, and some of them involve third party complaints that
2 Huntington has brought in. Either way, Liberty is in there
3 currently as insurer for Wayne but not currently in those
4 lawsuits as insurer for the debtor. That's a different move.
5 So these plaintiffs aren't ready to go to trial on claims they
6 haven't filed yet. So we're not interfering with litigation to
7 put a pause in addition to the automatic stay pause that
8 happened upon Hopeman's filing.

9 Your Honor, what I think they want is they want
10 somebody else in a settlement chair so they can negotiate with
11 them. Well, Hopeman filed. And no one should be in that chair
12 in substitution of Hopeman, especially when they are
13 negotiating with the assets of this estate which you heard are
14 the primary assets are -- the liability insurance proceeds that
15 are available. The coverage that's available is the central
16 asset in this case. And it needs to be doled out fairly and
17 not have a subset jump ahead of others, win the race to the
18 courthouse. That's why we filed, to stop it. And we filed it
19 because of the cash burn to fill the hole that Mr. Van Epps
20 talked about in our insurance program. We have to pony up
21 money to get the excess carriers to pay. We are running out of
22 money. And so what you're causing by a run-around or an end
23 run-around the automobile is the debtor to have to protect its
24 interest, to incur costs at a time when it can't afford to do
25 it, and to risk losing coverage that otherwise would be

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1 available to other claimants.

2 As Mr. Van Epps testified, it would be a mess. You'd
3 have carriers making claims against each other left and right
4 and making arguments about Liberty and whether that
5 exhausted -- the settlement exhausted their policies. And that
6 affects everybody.

7 You look at the stack of insurers and insurance
8 policies. It's not a stack of cards, a house of cards, Judge,
9 but it's also not a skyscraper that's built solidly. You pull
10 one string on what is a fabric of deals, and you pull it all
11 out. It all crumbles. And so we've got an impact that will be
12 caused by a small subset of claimants to the detriment of the
13 rest. That's what we're trying to avoid in addition to the
14 stem. That --

15 THE COURT: How would it work if they -- a direct
16 action against, say, Liberty, and Liberty has a right to ask
17 the debtor to contribute but can't because the debtor is in --
18 how would that work?

19 MR. BROWN: Right. So it would make claims,
20 presumably against the other excess insurers as well to say
21 this is your coverage that's actually a stay, I'm out.

22 THE COURT: But the debtor would still be involved in
23 the outcome?

24 MR. BROWN: Of course. And be involved in the outcome
25 and be involved in discovery because the fights about, well,

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1 what happened in the Liberty deal would all come back to debtor
2 discovery. The fights between what were the settlements with
3 all the other excess carriers would come back to the debtor.
4 And the debtor have to protect its interests because its
5 interests are the policies, and we wouldn't want collateral
6 estoppel or other issues decided that would necessarily impact
7 our estate.

8 Again, Judge, I like to say they know it's going to be
9 a mess. It would be a mess. You heard from the only testimony
10 that's been offered. It would be a mess. That's the evidence
11 we stand on.

12 In terms of the legal grounds, how we get there,
13 Judge, to get protection, 362(a)(3), of course, which protects
14 interest of property of the estate, we think the case law is
15 very clear in this circuit where a debtor is facing mass torts
16 like they are in this case. Thinking about the A.H. Robins
17 case that came out when I first started practicing law. We
18 know the takeaway from that is in unusual circumstances where a
19 debtor is facing massive tort claims, and they have limited
20 policies to answer for that. We're going to make sure we
21 contain that and we don't let piecemeal actions take away from
22 what would be the best of the collective good. We're not going
23 to let those parties interfere with the administration and the
24 setting up of a trust in a way that makes sense. So there is
25 authority --

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1 THE COURT: Well, the Robbins case applied 362(a)(3).

2 MR. BROWN: It did.

3 THE COURT: Without an adversary proceeding.

4 MR. BROWN: That's correct. That's correct, Your
5 Honor.

6 THE COURT: Under very similar circumstances to what
7 we have here.

8 MR. BROWN: That's correct, Your Honor. We're talking
9 about in that case, Louisiana direct action claims as well.
10 Same party, same kind of --

11 THE COURT: So I don't have any choice other than the
12 follow the Robins case?

13 MR. BROWN: I don't think you do under 362(a)(3) with
14 respect to the policies, Your Honor. I think also 362(a)(1)
15 gives you help. And I always pronounce this wrong, probably
16 Piccinin case. A.H. Robins-Piccinin --

17 THE COURT: That's why I said Robbins.

18 MR. BROWN: Robins. The Robins case, the court said
19 there are really four ways that you as a judge can consider
20 granting relief. You can look at 362(a)(1) and say, well, the
21 parties suing here, are they really -- really have an identity
22 of interest with the debtor. And we would say yes. You're
23 substituting Liberty on the same claim against the debtor.
24 Liberty has threatened to make an indemnity claim. We would
25 fight it. But the fight itself, according to the case law

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1 we've cited to you, is enough to implement the identity of
2 interest concern. So that's 362(a)(1). 362(a)(3) is the
3 concerns assets at BSA. T

4 he two other ways the Fourth Circuit said in Piccinin
5 you might think about dealing with this is to use those
6 statutes themselves to extend additional coverage to other
7 players. And you can also do that under 105(a) in combination
8 with 362(a). And that circumstance is when the court decided
9 to look at the preliminary injunction standard and go through
10 each of the four typical Blackwelder test or standard and did
11 apply in that case.

12 And the fourth was in the Court's equitable power as a
13 court to control its docket and control interference with the
14 administration of these estate.

15 So they said there were really four ways to do it.
16 And again, they were talking in that case like we are here
17 about cases against nondebtors, protecting officers, protecting
18 insurers, protecting the assets, avoiding the unnecessary
19 interference with the case. Same facts. That's what we have
20 here. And we've cited lots of other case law in support as
21 well, Judge.

22 But the real problem here is we've got a small set
23 claimants that really want to restart the burn, which is what
24 would happen and potentially sabotage this case, this
25 bankruptcy case. And this case is much -- is very unlike the

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1 cases that have been in bankruptcy involving asbestos claims,
2 Bestwall and some of the other ones. We don't have a Texas Two
3 Step in this case, nor do we have a case that lingers for a
4 couple of years trying to get to a plan. We followed our plan
5 the first week. Why did we do that? Because the path here is
6 clear. These assets, the insurance and whatever cash is left
7 needs to go to a trust. It needs to be a fair process. Nobody
8 should win a race. And it should get doled out fairly. And
9 we're done with it. We're not trying to protect the business
10 on the side. We're trying to push this money effectively over
11 to claimants. That's all we have. So we can't get bogged
12 down. We can't spend all of our money on other fights. We
13 need to get down to how we convey these assets over.

14 And if the debtor ends up conveying the assets as
15 policies as opposed to settlements, okay, then they didn't like
16 our settlement we worked on very hard. If they don't like
17 them, then the Court might decide that they're not the best
18 deal. We think they are the best deal. But if not, then the
19 rights will go to the trust.

20 The problem is, how do we pay for the trust? How do
21 we pay for all of these attorneys? How do we pay for all these
22 consultants if we don't have money? And Mr. Van Epps made it
23 very clear the reason we filed bankruptcy is because there's a
24 gap and there's a cash burn. We can't afford to stay in
25 bankruptcy to do it. And we couldn't afford outside of

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1 bankruptcy to do it.

2 So when you -- Judge, when you come down to it, I
3 think both 362(a)(1) and (a)(3) do it. But then if you apply
4 the four-part standard using 105, clearly there is --

5 THE COURT: Did your evidence support the four-part
6 standard?

7 MR. BROWN: Yes, sir, I think it does. 1, we've got a
8 plan on file. And we've got an opportunity to pursue a plan in
9 the bankruptcy. And so the chances of success are that we have
10 an opportunity to pursue a plan that is realistic.

11 Second is that the harms to the estate are harmful.
12 You heard the testimony on that. And it outweighs the harm to
13 the other side. What's the harm to the other side? Sitting
14 tight and waiting for a little while. They can sever their
15 claims. They can go settle with the other ten defendants
16 they've sued or however many they have. These things can sit
17 there. And nothing in our plan says that they're taking
18 nonconsensual discharges or injunctions against claimants who
19 might have claims against delivery. The settling insurers
20 that's being talked about by Mr. Mintz, we're talking about if
21 Chubb, if the other settlers get this Court's approval, then we
22 would seek protection for them permanently like we did, like
23 we're seeking in the settlement itself.

24 We're not talking about protecting Liberty Mutual.
25 They have their deal from 20 years ago. We're not going

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1 seeking additional protection from them. Either their deal is
2 subject to being blown up or it's not. They're on their own.
3 But what we don't want to do is have -- while we're in
4 bankruptcy pursuing this plan, have all those fights erupt and
5 disrupt our ability to get to the finish line in this case.

6 So that's why we need your help. We think we satisfy
7 the four-part standard, the last part being the public
8 interest. Certainly, the public interest supports trying to
9 get a company through a process that puts in place something
10 for the benefit of the creditors.

11 Your Honor, I'm happy to answer any questions you
12 have.

13 Oh, let me address two last issues, which is an issue
14 was raised I think maybe by Mr. Mintz and his clients about the
15 Purdue Pharma case. That doesn't apply in this case. We're
16 not seeking permanent relief. We're seeking a temporary
17 protection during the case. Judge Goldblatt answered that
18 question very recently. It's cited in our materials. That is
19 different than the Herrington and Purdue Pharma case.

20 And then finally, back to the issue they've also
21 raised, which is adversary proceeding versus a motion, the
22 Court in the Fourth Circuit made it clear as well. You can ant
23 the relief we're talking about under 362. Judge Humrickhouse
24 in the case we've cited made it clear. Just extending the stay
25 that's already there, that's -- a motion is fine by that. But

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1 think about the practicalities here. What we're seeking in
2 this case is to stop not only these thirty-five plaintiffs but
3 anybody from trying to sue our directors and officers and to
4 sue our insurers while we're in case. Who do we name as
5 defendants in that lawsuit besides the thirty-five? I don't
6 know who to name. So we brought it by way of motion so that
7 the Court could grant the relief and grant as broad relief as
8 possible.

9 But as we said in our brief, I don't think there's a
10 practical reason to apply to convert it. We have the people
11 who have been filing those claims to date noticed. Some
12 decided to respond. They've all gotten our motion. It's all
13 been served on the plaintiffs in those cases. So what's the
14 benefit from that? And so I don't think there's a practical
15 reason. But certainly to the extent the Court concludes
16 practically we should do that, we're happy to convert it, happy
17 to file an AP if that's what you need. But I think we've got
18 before you what we need to have before. Thank you.

19 THE COURT: Response.

20 MR. LIESEMER: Jeffrey Liesemer on behalf of the
21 committee.

22 Your Honor, our particular objection is a limited
23 objection. It's very limited. We are only objecting to the
24 stay to the extent that it applies to direct actions against
25 Liberty because we see Liberty as separately situated from the

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1 other insurers. But one thing the debtor hasn't --

2 THE COURT: So you're in agreement that the stay
3 should be extended to all the other parties named in the
4 exhibit?

5 MR. LIESEMER: Correct. But we included at the end of
6 our limited objection the reservation of rights to seek a
7 lifting of the stay if information comes to light during
8 discovery that the stay is inappropriately imposed.

9 So apart from worker's compensation coverage, which is
10 not relevant here, there's no Liberty Insurance on the debtor's
11 schedules. And the debtor's witness, Mr. Lascell, in his
12 declaration, which is Exhibit 1, says that the Liberty coverage
13 is exhausted and released. So there's no reported interest in
14 Liberty insurance coverage from the debtor standpoint, and so
15 there's no property of the estate that's implicated under
16 362(a)(3).

17 By contrast, the direct action claimants do have an
18 interest in the Liberty coverage. Liberty couldn't cut off the
19 vested interests of the claimants. This is part of what Your
20 Honor heard earlier. When there's exposure, the claimants get
21 a vested interest in the insurance coverage. And that's not
22 something that the -- at that point that the insurer and the
23 insured tortfeasor can cut off.

24 And we cite the relevant authorities in paragraphs 2,
25 7, and 8 of the limited objection. In there you heard

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1 principles this morning. And with respect to the Comardele
2 (ph.) case, which is the district court of Eastern District of
3 Louisiana in 2014, that's cited in paragraph 40 of the debtor's
4 reply, they contend that if -- there's no interest if the
5 debtor at the time bought back -- I'm sorry, the insurer bought
6 back the policy, that there's an interest if the debtor or the
7 insurer didn't know about -- didn't know about the claims. But
8 we don't think that case remains good law, particularly in
9 light of the Courville case which was decided about six years
10 later out of the Louisiana Court of Appeals. And we've cited
11 and discussed that case in paragraph eight of our limited
12 objection, so I will not dwell on that.

13 The debtor contends that the stay can be extended
14 under 362(a)(1) based on unusual circumstances and identity of
15 interest. They've mentioned in the reply, that they think that
16 without the stay, direct actions against Liberty, they would be
17 forced to respond to discovery on underlying claims and
18 coverage disputes. I don't think forced is really the outcome
19 here because they can't take discovery of the debtor without
20 Your Honor lifting the stay. And Your Honor would have to find
21 cause under those circumstances.

22 They express concern that if the direct actions were
23 allowed to continue, the debtor couldn't avoid collateral
24 estoppel and would have to monitor its interests. Well, the
25 debtor is protected in Chapter 11. I can't see how a final

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1 judgment that's entered against different defendants, nondebtor
2 defendants, can have nonmutual offensive collateral stoppable
3 effect on a debtor that's protected by the automatic stay.

4 And this debtor is not an operating business. It's
5 going to be liquidating in Chapter 11 and has proposed a
6 liquidation Chapter 11 plan. So whatever decisions, adverse
7 decisions affect Liberty are not going to affect the debtor
8 here in bankruptcy. The debtor really should be indifferent
9 about what happens down in Louisiana at this stage.

10 THE COURT: Despite the indemnification obligation?

11 MR. LIESEMER: I'm turning to that.

12 With respect to the identification litigation, we see
13 it as a post hoc rationalization. It's very convenient for
14 Liberty to threaten indemnification in order to get stay
15 protection. We think the debtor's actions speak to the
16 contrary. The debtor didn't list Liberty as a contingent
17 creditor in its schedules. The debtor didn't mention the risk
18 of an indemnity claim from Liberty in its original motion. And
19 Mr. Van Epps, who testified, acknowledged that he thought there
20 would be a claim, but he's not an attorney, and he said he
21 didn't say that there was an obligation.

22 So I think the debtor's burden has not been met here
23 in terms of a risk has been identified, but is the risk real.
24 We think based on the circumstantial evidence that the answer
25 is no.

Colloquy

1 As for the traditional PI factors, which the debtor
2 had raised for the first time on reply, the debtor cites the
3 standard from the (indiscernible) case, the traditional four
4 factors. But the very first factor is there must be a
5 reasonable likelihood of a successful reorganization. And as
6 we all know, the debtor is not seeking a reorganization here.

7 The debtor suggests in its papers, nevertheless, that
8 it can apply in liquidations when the actions to be enjoined
9 would interfere with the rehabilitative process, and they're
10 citing apparently Buchanan (ph.) at page 1003 in that case.
11 But again, there's nothing to rehabilitate here. There's no
12 operating business, no going concern to preserve, no jobs to
13 save. This is a liquidating debtor.

14 And at the end of the day, Liberty is not entitled to
15 permanent injunctive relief. That's -- the debtor is not
16 seeking 524(g) channeling injunction protection for any non-
17 debtors. It can't because it's not pursuing a reorganization.
18 This is liquidation. So under --

19 THE COURT: I mean, didn't the -- the debtor cited the
20 Briar Creek Corporation, which in turn quoted the Robbins case
21 to say that ample power under Section 105 to enjoin actions
22 excepted from the automatic stay which might interfere in the
23 rehabilitative process, whether in a liquidation or in a
24 reorganization case.

25 MR. LIESEMER: Right, right. The key language there

Colloquy

1 is rehabilitative process. There's nothing to rehabilitate.
2 There's no operating business. There's no going concern.
3 There's no --

4 THE COURT: So what did they have in Robbins that was
5 necessary to rehabilitate that we don't have here?

6 MR. LIESEMER: Robbins was, as we all know, a
7 reorganization.

8 THE COURT: But it still resulted in a trust in order
9 to or still resulted in a stay to enable the debtor to fund the
10 trust.

11 MR. LIESEMER: Right. And there was a channeling
12 injunction, as there would be. That's analogous to 524(g)
13 relief and channeling injunction. But --

14 THE COURT: So isn't that the import of the decision
15 that -- why would they say whether reorganization or
16 liquidation?

17 MR. LIESEMER: Because there might be some sort of
18 liquidations that have a rehabilitative effect, such as selling
19 off, for example, maybe departments -- underperforming
20 department stores. So at least the profitable department
21 stores in the business can move on and reorganize. That would
22 have some sort of rehabilitative effect. But I don't see
23 rehabilitative effect here because there's no operating
24 business.

25 THE COURT: All right. Well, I suppose it depends on

Colloquy

1 how you define rehabilitative, but all right. Anything else?

2 MR. LIESEMER: Well, as I was getting into, Liberty is
3 not entitled to any permanent injunctive relief or non-debtor
4 releases. As I said, this is not a 524(g) case. Purdue
5 Pharma, I think, forecloses that kind of permanent relief.

6 The Supreme Court has held in a case long ago that if
7 an entity is not subject to permanent injunctive relief, then
8 it can't get preliminary injunctive relief, either. And that's
9 the De Beers Consolidated Mines v. the United States at 325
10 U.S. --

11 THE COURT: Is that what it meant in the context that
12 it -- a temporary injunction -- I mean, the permanent
13 injunction in that case is not the same as what we're talking
14 about here. We're talking about a temporary stay during the
15 pendency of the case.

16 MR. LIESEMER: Well, if I remember De Beers correctly,
17 the United States sought an asset freeze order against the
18 defendants on a preliminary basis. And the Supreme Court found
19 that that preliminary asset freeze order was not acceptable
20 because the United States, at the end of the day, couldn't get
21 a permanent asset freeze order. And that's the import of that
22 whole thing.

23 THE COURT: I don't know if that's the same context,
24 but you -- continue.

25 MR. LIESEMER: All right. Well, Your Honor, as I

Colloquy

1 said, for these reasons, we think that the objection to staying
2 the direct actions against Liberty should be sustained.

3 I do want to add one other thought that's more broader
4 than that, because as you pointed out, we're not opposing the
5 stay as to other insured parties. The debtor has listed the
6 protected parties by name in Exhibit A of its reply brief.
7 This is the first time on the public record that the debtor has
8 identified the protected parties by name.

9 We think in the final stay order, these protected
10 parties should be listed by name as well. And we think that's
11 consistent with Federal Rule of Civil Procedure 65(d), which
12 requires specificity in reasonable detail. And the purpose of
13 that is to avoid confusion, because what I have been told is
14 that there has been -- the interim stay order because it didn't
15 identify the protected parties by name, has caused confusion in
16 at least one Louisiana proceeding -- and so because they
17 couldn't interpret Your Honor's order. And so I think they did
18 a very overprotective application of that order. And we think
19 in order for the stay to be properly tailored, that the
20 protected party should be identified by name.

21 THE COURT: All right. Well, I assume Mr. Brown
22 wouldn't have listed him if he didn't intend to include him in
23 the order, but --

24 MR. BROWN: Happy to have him attached. I think that
25 would be helpful.

Colloquy

1 THE COURT: All right.

2 MR. LIESEMER: Very well, Your Honor. Thank you.

3 THE COURT: Thank you. Anyone else wish to argue the
4 motion?

5 MR. CLEMENT: Again, Jonathan Clement on behalf of
6 Janet Rivet, Kayla Rivet, Maxine Ragusa, Valerie Ann Ragusa
7 Primeaux, Stephanie Ragusa Connors, Erica Dandry Constanza, and
8 Monica Dandry Hallner. Those are the list of claimants that we
9 represent in a total of three Louisiana cases. And the cases,
10 I'll refer to them as Dandry, Rivet, and Ragusa, because those
11 were the individuals who sustained the disease and who are now
12 deceased.

13 Similar to what counsel for the committee said, we are
14 seeking a very limited objection to the extension of the stay.
15 And what we are seeking is an objection to the stay, as it
16 applies to Liberty Mutual as the insurer of Hopeman. And what
17 becomes important there, we are not seeking any objection to
18 the stay as it may apply to Liberty insuring Wayne
19 Manufacturing or any directors and officers.

20 You heard counsel for the debtor get up and talk about
21 how there was a bylaws agreement. And under the directors and
22 officers, officers get indemnity under that. We don't have any
23 claims against the directors and officers from my three cases.
24 We don't have claims against Wayne. We're solely looking to go
25 against Liberty Mutual as the insurer of Hopeman.

Colloquy

1 The debtor argues that unusual circumstances exist in
2 this case, warranty and an extension of the stay to a non-
3 debtor Liberty, because the claims could potentially deplete
4 the estate. And like the counsel for the committee argued,
5 number one, there is no more interest in the policies because
6 they've been released. But even if there was, even if Hopeman
7 had listed those Liberty Mutual policies as part of the
8 schedule of assets, we believe these sort of cases that are at
9 issue for my three groups of clients are the types that would
10 not deplete the estate, and that's what distinguishes it from
11 H.A. Robbins, which was cited already, the In re: Johns
12 Manville case, which H.A. Robbins relied upon it. And this is
13 why.

14 And I think the -- Mr. Van Epps who got up, kind of
15 alluded to this is you have operations claims versus products
16 slash completed operation claims. H.A. Robbins, Johns
17 Manville, those are more of the product type claims. And
18 historically, when you're looking at general liability policies
19 for those type of claims, there are aggregate things. And so
20 when the courts in H.A. Robbins and In re: Johns Manville talk
21 about trying to prevent a race to the courthouse, trying to
22 prevent one group of creditors getting a benefit by going after
23 the insurers to the detriment of other creditors, that's not
24 going to happen in this instance. And that's because the type
25 of claims that my three cases have are solely operations

Colloquy

1 claims.

2 When you look at Hopeman's activities at Avondale
3 Shipyards, where my clients work, it was all operations or
4 exposures during the actual cutting of the wallboard aboard
5 ship. That's not disputed. So those would fall -- those are
6 not completed operations or product hazard claims. Those are
7 operations claims. There are no policy limits. So there's
8 nothing for -- to be depleted in the in the estate.

9 And so we would argue that actually by allowing these
10 three Louisiana claimants, these cases to go forward against
11 Liberty Mutual, who the debtor has indicated they're not even
12 going to be seeking money from Liberty Mutual in the future,
13 that it actually benefits the estate and benefits the other
14 creditors, because if we're allowed to seek our claims against
15 Liberty Mutual and we'll be able to resolve those against
16 Liberty Mutual, essentially you're removing three cases and
17 seven creditors from the list of creditors that would go after
18 Hopeman. So we think in this instance, and that's why it's
19 different from H.A. Robbins and In re: Johns Manville, because
20 the policy limits are uncapped as to operations claims, and
21 therefore it would benefit the estate to allow Louisiana
22 claimants like my clients to go after Liberty Mutual.

23 I know there were some things brought up about a fight
24 between the excess carriers and whether Chubb or some of these
25 insurers that sought to file a settlement motion. But my

Colloquy

1 objection does not seek to interfere with that. We're not
2 seeking to go after these excess insurers in the -- in the tort
3 actions of the three cases that I have pending in Louisiana.
4 We're solely seeking to go after Liberty on behalf of Hopeman.

5 The only potential, I think, thing that was brought up
6 is these threatened indemnity claims that counsel for Liberty
7 could potentially bring against Hopeman. I'm in agreement with
8 the counsel for the committee. I don't think that the basis
9 for that has been submitted. The only thing that was talked
10 about was a potential threat from Liberty. There's nothing
11 indicating that there actually is an indemnity claim or that an
12 indemnity claim was found. I don't think that should be
13 something that should prevent my clients from getting to
14 proceed against Liberty Mutual in the tort action.

15 One of the things that they brought up in the reply
16 brief, I think talking about having to expend money because the
17 claimants might seek discovery against Hopeman Brothers in
18 those tort actions, or they may need Hopman's involvement to
19 challenge the validity of the Hopeman settlement agreement. We
20 disagree with that.

21 We litigate these cases all the time against insurers
22 where insurers are bankrupt. Insurers have not been around for
23 twenty years. We can solely seek our discovery against Liberty
24 Mutual. In fact, that Coralville case that was talked about,
25 that was a situation where we were litigating against Liberty

Colloquy

1 Mutual. The insurer insured in that case was Riley Benton, who
2 was bankrupt. They weren't involved in that case. And we
3 litigated that all the way up to the appellate court in
4 Coralville, strictly against Liberty Mutual.

5 So these cases can be handled against the insurer
6 only. And they're routinely done that way when you don't have
7 the insured involved. And there's a stay against Hopeman. So
8 they wouldn't be involved in the cases.

9 So we believe, or at least I believe, as to my three
10 group of cases, Dandry, Rivet, and Ragusa, that we should be
11 allowed to go against Liberty Mutual for Hopeman.

12 And I don't think that violates what the Court said in
13 H.A. Robbins, because in footnote ten of that decision, the
14 Court actually alluded to or talked about the In re: White
15 Motor Credit case, where in that case there was an agreement,
16 even though it was a product liability case, there was an
17 agreement between both sides that the claims at issue would not
18 exceed the amount of policy limits. So they were allowed to go
19 forward in that instance. And that's why I think our case is
20 more akin to that case that's cited in the footnote, because
21 for our claims, the operations claims, there are no aggregate
22 limits. So it's not something where the claims can exceed any
23 policy limits or any proceeds of the estate.

24 So we believe that the objection on our behalf should
25 be sustained for my three clients.

Colloquy

1 THE COURT: Is Liberty currently a defendant in your
2 action?

3 MR. CLEMENT: They're not. We have Hopeman. We did
4 not bring Liberty in because we didn't need to because we had
5 Hopeman. I would have to amend to bring Liberty in solely for
6 Hopeman.

7 THE COURT: Right. So -- in none of your none of your
8 cases.

9 MR. CLEMENT: All three cases. Liberty --

10 THE COURT: Liberty is currently not a -- you're
11 seeking permission to institute or to add to the litigation.

12 MR. CLEMENT: Exactly. Now, they may -- I think there
13 is one where Huntington Ingalls, Avondale's Shipyard may have
14 them in as a third-party for -- Liberty, for maybe for Wayne.
15 I'm not seeking to add that. I'm asking -- I'm seeking to add
16 Liberty for Hopeman. But no, I did not or my clients did not
17 bring against Liberty for Hopeman.

18 THE COURT: All right. Thank you. Anyone else?

19 MS. SIEG: Thank you, Judge. Again for the record,
20 Beth Sieg for Huntington Ingalls Industry.

21 Our objection is a little bit different and hopefully
22 more practical. I've already forgiven him for doing this this
23 morning, but Mr. Long called me easy. And I think I've already
24 forgiven him because I know he didn't mean it that way. I'd
25 like to propose what I think of as an easy solution here.

Colloquy

1 What we've asked the Court to do is set the motion to
2 stay for a final hearing on the November omnibus date. And the
3 reason we've asked Your Honor to do that is you've heard a lot
4 of testimony on the motion to stay today that was from the
5 debtor's perspective.

6 The insurance policies that are subject to the motion
7 to stay were produced. Most of them at least were produced to
8 us only a couple of weeks ago. And yesterday, we got the
9 Liberty agreement that is the basis for the assertion that
10 there's an identity of interest related to the indemnity claim.

11 The parties just have not had enough time to conduct
12 discovery. And Your Honor doesn't have a complete factual
13 record. And I think given the scrutiny that has been given by
14 our district court when it comes to impact on third-party
15 claims in bankruptcy cases, and also, that's a big subject in
16 in the Supreme Court lately, I think it behooves all of us
17 lawyers to make sure that you have an adequate factual record
18 before you enter this injunction on a quasi-permanent basis
19 that would last the duration of the bankruptcy case.

20 We think it makes much more sense because the legal
21 issues, while their context is different, the determinations
22 you're being asked to make are very similar to what you'll be
23 asked to make in the 9019 context. Here, it's whether you
24 should extend the stay to -- for the benefit of non-debtors.
25 But to make that determination, you have to decide which

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1 policies are property of the estate. The issue of exhaustion
2 impacts that decision because there's obviously case law that
3 suggests where there's no aggregate limits, as some have
4 alleged, those policies aren't property of the estate.

5 So -- and in addition, Your Honor, you have the issue
6 with Wayne. It's entirely unclear. And there's no evidence in
7 the record right now to support why an insurer for Wayne, who
8 is a non-debtor, would get the benefit of any stay. So we
9 think there are significant factual questions that the parties
10 haven't had time to fully vet and explore.

11 And we think again, as I said, it's the same thing
12 that you'll be asked to decide in the 9019 motions: what is the
13 extent of the coverage, and how does that compare with what the
14 debtors have proposed as their settlement amount? The context
15 is different, but the legal issues are the same. And you heard
16 this morning about all of the complexities and understanding
17 the scope of the coverage, what's been exhausted. All of those
18 things are very complex. And the debtor's witness even
19 admitted that it would take him a considerable amount of time
20 to understand and digest the information that's in that
21 coverage map, for which we don't even have the complete set of
22 policies yet.

23 And that's not a dig on debtor's counsel. We've
24 actually had productive discussions. They've been giving us
25 documents on a rolling basis. These things just take more time

Colloquy

1 than we've had. And we have not yet had an opportunity to
2 depose the debtor's witnesses on this issue.

3 And so that's why we're asking Your Honor to set this
4 for a final hearing on the November omni. And there's no harm
5 to the debtors. They have the benefit of the stay in the
6 interim. That would simply allow parties opposing the stay
7 enough time to develop the record to come to Your Honor and
8 say, you know, maybe it makes sense for these parties. Maybe
9 it doesn't make sense for that policy, but you just don't have
10 the record in front of you today to approve that on a final
11 basis for the duration of the bankruptcy case.

12 And I think doing so would only add to the expense
13 because a preliminary injunction like this is, is immediately
14 appealable. So we don't need to get into a situation where
15 we're having to appeal on a less than complete factual record
16 that doesn't serve anyone's interest. And I do appreciate -- a
17 final note in the debtor's reply in response to our objection,
18 asking for this to be set over for a final hearing, they said.
19 Well, just go ahead and enter it now, and then if you have a
20 problem with it, you can come back later and ask for relief.

21 And the reason that doesn't work here, and I
22 appreciate the offer and the concept. We do that all the time
23 in bankruptcy cases as a way to try to get past an impasse. It
24 doesn't work to do it that way here, because it's the debtor's
25 burden to establish the factual record necessary to obtain a

Colloquy

1 preliminary injunction. So the burden shouldn't be put on my
2 client to develop the evidence, to come back in, and ask for a
3 relief. We think that the best solution, since they already
4 have their interim order, we think the best solution is to
5 continue the final hearing to the November date.

6 THE COURT: So your -- Huntington Ingalls third-party
7 Liberty in the Louisiana litigation, what other defendant or
8 what other party that's being sought to be protected, might
9 your client want to go after?

10 MS. SIEG: It could be the other settling insurers.
11 And to be honest, Your Honor, when the motion was first filed,
12 it wasn't abundantly clear to us who was the subject of the
13 potential stay. We -- Huntington obviously knew it related to
14 the Liberty causes of action because they were the Huntington
15 Liberty cases, because they were an exhibit to the motion.
16 Those obviously impact us. The protected parties are also the
17 other potential settling insurers. And our clients have
18 contingent contribution claims that may be asserted under a
19 direct action statute as well, but those haven't actually been
20 filed yet.

21 So to the extent the stay applies to those entities,
22 it would also impact us. But the only pending claims are the
23 ones that were listed on the debtor's exhibit to the motion.

24 THE COURT: So the possibility exists that you may
25 want to pursue other insurance companies, but at this point

Colloquy

1 you're not doing that?

2 MS. SIEG: That's correct. Yeah. And part of the
3 reason for the discovery is we need to understand what the --
4 what the picture is of the debtor's insurance coverage. And
5 you've heard their testimony about why they think the -- why
6 they think it's been exhausted as to Liberty. And you're -- we
7 anticipate that they will give you a record as to why their
8 proposed settlements are fair in comparison to what coverage is
9 potentially available. But those are the discovery issues that
10 have to be addressed. And that's why I say the issues are so
11 similar with respect to the two motions.

12 And if it takes us at least sixty days, as everyone
13 now agrees to evaluate that in the context of the 9019 that
14 would involve a permanent bar to asserting those claims against
15 the protected parties, why isn't it necessary and appropriate
16 to give our clients the same amount of time to evaluate a
17 temporary injunction, while there's no harm to the estate
18 because they already have an existing one for the interim? So
19 that's our position.

20 THE COURT: All right. Thank you.

21 MS. SIEG: Thank you, Judge.

22 THE COURT: Does anyone else wish to address this
23 motion?

24 MR. CLARK: Your Honor, this is Matt Clark from
25 Louisiana. May I have just two or three moments?

Colloquy

1 THE COURT: Yes, sir.

2 MR. CLARK: Thank you very much. And I'm sorry. I'm
3 hearing an echo. I don't really know what to do about that.
4 Do y'all hear it, too?

5 THE COURT: I can hear you.

6 MR. CLARK: Okay. Good.

7 So I want to address the notion that there's an
8 indemnity (indiscernible) or writ the bankruptcy to Hopeman.
9 That was addressed during the examination of Mr. Van Epps, and
10 it did address a couple points in argument today.

11 And I think the way that it's been addressed,
12 particularly by debtor's counsel, is as though the debtor could
13 not be in the bankruptcy proceeding, protected by the stay
14 order that's already in place if Louisiana litigants continued
15 to prosecute their claims or made claims against the Liberty
16 Mutual. Liberty Mutual shouldn't have any exalted status over
17 people like my clients or Mr. Jonathan Clement's clients.

18 What he said today, I thought, was to the point and to
19 me, very well taken. I don't want to rehash anything that -- I
20 just want to make sure that everybody understands. Liberty
21 could be stayed from making any indemnity claim, any discovery
22 motion against the debtor while in the tort system. Just like
23 my client can't make a discovery motion or claim against the
24 debtor. Liberty is a non-debtor, just like my client. And it
25 shouldn't have any exalted status over my clients.

Colloquy

1 If my clients are successful in litigating the tort
2 system against Liberty, then Liberty wants to exercise whatever
3 indemnity right it may have, and we don't even know yet that it
4 does. But we're just speculating it does have one and that it
5 might exercise one. Then it can go into the bankruptcy
6 proceeding that the debtor is setting up with adequate funds,
7 get in line, just like the debtor is asking my clients to get
8 in line in a bankruptcy proceeding. Thank you.

9 THE COURT: All right. Thank you. Mr. Mintz?

10 MR. MINTZ: Thank you, Your Honor. Mark Mintz, again,
11 for the record, on behalf of the Hoffman claimants, as
12 identified in the debtor's papers.

13 Your Honor, and again, it's always hard going towards
14 the end because you don't want to rehash, but I want to go
15 through just a couple of points. We did adopt Mr. Clement's
16 original objection, as if in full. We do agree with his
17 arguments and will adopt his argument as well.

18 You know, I want to refocus this, I think, back on the
19 automatic stay itself and what we're actually trying to get to
20 here. 362, the debtor has proceeded to say, really, this isn't
21 an extension of the stay. It's an asking a motion to confirm
22 the stay. That was really, I think, the basis of the reply, at
23 least the way that I understood it.

24 And they explained under 362(a)(1), this is really an
25 action against the debtor. Well, 362(a)(1) tells us that it

Colloquy

1 means against the debtor. So we're talking about Liberty
2 Mutual. As we're talking about them, that's not the debtor.
3 And you can say, well, in other states, and this is why the
4 Louisiana direct action makes sense or is important here is
5 because in other states, that is the way the indemnity works
6 from an insurance company. You sue the debtor, the tortfeasor,
7 and then they make a claim against insurance. And maybe you
8 can third-party them in, or maybe there'll be an additional
9 direct claim.

10 In Louisiana, it is a direct claim against the
11 insurer, and that is a substantive right that is conferred by
12 Louisiana law. Now, we can all agree. We can all disagree.
13 Unfortunately, that is the decision of the Louisiana
14 legislature for those rights for Louisiana citizens.

15 So it's not a claim against the debtor as to the
16 claims against Liberty Mutual. And then we heard, well,
17 let's -- exercising control of property of the estate. Now,
18 that's a really interesting statement, really, to make. The
19 first issue here is the Supreme Court has already told us in
20 City of Chicago that 362(a)(3) really should not be read nearly
21 as broad as it used to be. Now, that was completely about a
22 different issue. I completely am conceding that it's about a
23 different issue, but it does talk about how far we go in
24 reading 362(a)(3).

25 What the Fifth Circuit has said, and the Sixth Circuit

Colloquy

1 has said as well, and I'm sure the Fourth Circuit has said it,
2 I just wasn't able to find it immediately, is that the mere
3 fact that the debtor may have to exhibit or spend funds or
4 expend funds, the mere fact that the debtor might be subject to
5 discovery, that is not implicated by the automatic stay.

6 Commonwealth Oil, 805 F.2d 1175, that's a Fifth
7 Circuit case from 1986, that is exactly what it says. So the
8 mere fact that there could be claims against the debtor, claims
9 that would be -- have to be filed in this Court. Mr. Van Epps
10 was very clear that he is not a legal expert. Your Honor was
11 very clear that he's not a legal expert. He does not know
12 where the claims will be filed. We are legal, at least
13 lawyers. We do know where they're going to be filed. They're
14 going to need to be filed and litigated in this Court, which is
15 where they should be.

16 Liberty can have a claim if it thinks it has one.
17 Whether 502(e) allows that claim to be allowed against the
18 estate or not is something this Court will figure out. It is
19 something this Court is fully equipped to figure out. But
20 that's not today's issue.

21 The issue is does 362(a)(3) prohibit or, you know,
22 extend the stay despite the terms of saying it only applies to
23 the debtor, does it extend it -- and property to the debtor,
24 does it extend it to Liberty Mutual?

25 And it's also interesting because as counsel said for

Colloquy

1 the committee, Liberty Mutual is not listed as property of the
2 estate, the Liberty Mutual policies at issue. So if there's a
3 claim against them, they're about as far removed as you could
4 be.

5 So that leaves only the preliminary injunction
6 standard that we've been talking about. And I adopt again what
7 everyone has said. But I do want to talk about something
8 because I went different in my papers and, you know, decided to
9 bring up the case that nobody wants to talk about, which is
10 Purdue. But I did it for an important reason. And it's what
11 the debtor just said or what the debtor argued at the
12 beginning, and then it was put out here.

13 You go through the four factors. And the first one
14 was opportunity of success. And the debtor keeps talking about
15 this is not a permanent injunction. It's just very temporary.
16 Yeah, it's a final order, but it's just very temporary. We're
17 not trying to do any permanent injunctions. This is their
18 plan.

19 But the record that's filed at docket 56, Section 10.4
20 policy injunctions, in fact all the Article 10, as most of them
21 are (indiscernible) injunctions, releases, and settlements for
22 insurers for third parties.

23 Now, could it be consensual? It could be. We could
24 get there. But let's not pretend for a second that this is not
25 an injunction-type case, that we're not seeking types of third-

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1 party releases. It's a hundred percent what we're seeking. If
2 it isn't what we were seeking, they want it settled. I'm not
3 saying you can't enter into settlements. Of course you can.
4 But let's call a spade a spade and talk about what we're
5 actually talking about.

6 And so let's talk about the case that debtor cited and
7 that actually we cited. We brought it up first, the first
8 Goldblatt case out of Delaware -- Parliament. What's it
9 called? Parliament. And in the Parliament case what Judge
10 Goldblatt said is a hundred percent Purdue Pharma does not
11 mean, and I'm not arguing that it means, that you cannot extend
12 the stay. I'm a big believer that in exactly what Judge
13 Goldblatt said and exactly what the Supreme Court said. Purdue
14 Pharma says what it says and is limited to what it says.

15 But it does mean, and this is what Parliament says,
16 that you cannot base the opportunity of success criterion on
17 the possibility of these third-party releases. That's what
18 Parliament stands for.

19 Insofar as A.H. Robin (sic) says that, and I recognize
20 that is the law of the circuit. And I'm not here to tell you
21 that it isn't. But I am here to tell you that to the extent
22 that it says that you can base the opportunity of success
23 criterion on third-party releases, like the ones we were seeing
24 in this plan at the moment, then that has been overruled by
25 Purdue Pharma. And that's the unfortunate truth about where we

Colloquy

1 are today.

2 So that was the point of adding this in. It wasn't to
3 say this is so far, you know, beyond and Purdue Pharma, it
4 should be extended beyond what the arguments are. It is this
5 narrow point of where they were basing for their preliminary
6 injunction.

7 So this opportunity of success area or the likelihood
8 of success or whatever you want to call it, criterion, if they
9 can't meet that, the rest of the balance of harms, it really
10 falls by the wayside. And so where I'm getting at, Your Honor,
11 is especially with regards to Liberty Mutual, where we have
12 direct actions, where you've had briefing on the
13 (indiscernible) arguments that happen under Louisiana law, as
14 Huntington Ingalls has pointed out.

15 It is not as simple as saying, oh, this small part can
16 be stayed and that won't affect everything else. It actually
17 does affect everything else.

18 The final point that I raised that was slightly
19 different than others is I do not believe the debtor has met
20 its burden with regards to the directors and officers. At the
21 time that I raised the issue, we had not seen nearly as much as
22 we have seen now that came in the reply and was presented to
23 the Court.

24 I want to withdraw my objection on the director and
25 officer portion in the interest of making this whole thing

Colloquy

1 easier. So we are going to withdraw our objection on extending
2 the stay as to the directors and officers. We maintain it as
3 to Liberty Mutual, and I think that is important that we're
4 really all arguing the same thing. And I think that's an
5 important point that Your Honor can use in deciding.

6 Finally, I think -- then as you talk about this effect
7 on the estate concept, the debtor really bears a heavy burden
8 of putting that forward. And what we heard from the debtor's
9 witness was not this is the heavy burden. What we heard from
10 the debtors witness was, I think there might be a claim. He
11 has expressed no opinion. I asked him these questions, no
12 opinion whatsoever on the amount of claim, what was a valid
13 claim, how and where it could be filed. What that claim from
14 Liberty Mutual would even look like. Expressed no opinion on
15 the event. All he has stated is there have been defense costs.

16 Well, they were litigating claims beforehand. We
17 don't know if these were the quote unquote, and I hate using
18 this term, but the bad claims. We don't know anything about
19 the claims that when he gave us this listing, all he said was
20 and he confirmed for us, it was just the simple math of how
21 much was spent.

22 And based on some agreement, maybe, there might be a
23 claim, we think possibly to repay that. Well, that's going to
24 be part of a settlement that apparently is occurring or not
25 occurring, but it doesn't change the fact that the Louisiana

Colloquy

1 clients or the Louisiana claimants do have direct actions
2 against Liberty Mutual, that that policy is not property of the
3 estate, and that any preliminary injunction to proceed, the
4 debtor has not met what is admittedly a higher burden of doing
5 so.

6 So for those reasons, Your Honor, we do urge you to
7 deny the motion to extend as to Liberty Mutual. We withdraw
8 our objections as to the others. And I appreciate your time.

9 THE COURT: All right. Thank you.

10 Does anyone else wish to address this motion? Mr.
11 Brown?

12 MR. BROWN: Tyler Brown for the debtor. Your Honor, I
13 won't belabor it. We've been going a long time.

14 I do appreciate the concession by Mr. Mintz that his
15 clients won't sue D's and O's. That's great. Like protection
16 for everybody else. So they won't sue D's and O's. So that
17 doesn't solve our problem.

18 THE COURT: Yeah. I've heard really just it's all
19 focused on Liberty Mutual, other than Ms. Sieg saying she
20 thinks it should, that you shouldn't have to step -- as to any
21 of the insurance companies.

22 MR. BROWN: Yeah, that's right. So the Ms. Sieg
23 points out --

24 THE COURT: Although, she offered to allow an
25 extension through November.

Colloquy

1 MR. BROWN: Right. And it seems to me, Judge, that's
2 a kind offer, but we have an evidentiary hearing today. It was
3 noticed up long ago for August. We filed this, you know, in
4 late June. It was heard the first time July 2nd. Court
5 entered an interim order. People have had all this time to
6 look at it. And today was the day.

7 We have evidence from one party, and that's the
8 debtor. And you heard Mr. Van Epps testify very carefully and
9 artfully concerning the harms that he thinks will come to this
10 estate by the continuation or commencement, more precisely, of
11 new litigation. And I do want to focus on that point for a
12 minute, which is no one, not a single arguer here today said to
13 you why they can't sit tight. Nothing. There's no reason they
14 can't sit tight.

15 Mr. -- I'm sorry, Jonathan. Jonathan was very frank
16 in responding to the Court, I haven't added them yet. I
17 haven't amended yet. He's not ready to go to trial. He's not
18 even ready to start getting ready to go to trial. So why can't
19 they sit tight? Two months isn't long enough, Judge. You
20 know, if the Court decides that it wants to enter a six month
21 order and then see where we are four or five months into it,
22 we're fine with that. We want to get down the road with this
23 bankruptcy.

24 We -- you can also, you know, specifically
25 acknowledge, what I think is already baked in essentially to

Colloquy

1 the Code, which is if someone needs relief for a particular
2 reason, circumstances have changed, come back and seek relief.
3 That's fine too. We have no problem with that concept.

4 But I don't want to go through this drill hours again
5 to two months from now, when today was the day and there's no
6 other evidence that there will be harm to the estate. The only
7 harm not just from directors and officers, but from suing
8 Liberty itself, is what we talked about with Mr. Van Epps. All
9 of the other policies stack up above it, are baked based on how
10 Liberty was worked out. And that means there are gaps in our
11 coverage there. There are holes that need to be filled. We
12 don't have the cash to fill them. And if you pull the string
13 of Liberty, that causes ripple effects all through the excess
14 policies.

15 It's naive. And again, it's not as simple as they'd
16 like to say. Well, I just want to sue Liberty, so leave me
17 alone and I'll be fine. It's not isolated. The coverage goes
18 across coverage blocks. There are coverage defenses. There
19 are exhaustion. There are allocation issues that apply across
20 the board.

21 And so we have a risk to the very asset that's going
22 to support this case, which is our entire portfolio depends on
23 it being cohesive and sticking together. And what we risk is a
24 bleeding of all of our remaining cash to fight all these side
25 issues when no one has said they really need to address that

Colloquy

1 right today. And you can control your docket, this case, and
2 allow us to proceed with protection.

3 That's why we're here. We think you have plenty of
4 authority as laid out to do that. And whether you craft it on
5 a, again, a six month basis or during the -- during the case,
6 you know, happy to consider, you know, whatever the Court
7 thinks is the best way to handle this, but we shouldn't be back
8 in here in two months and doing this again. Today was the day.

9 Thank you.

10 THE COURT: All right. The argument that the Liberty
11 policy is no longer property of the estate. What -- how does
12 that affect (a)(3)?

13 MR. BROWN: Right. So Your Honor, if in fact, they're
14 going to try to blow up that settlement, they blow it up.
15 Guess what? We're back. Party to policies. They're the
16 debtor's policies.

17 THE COURT: Well, how could they blow it up, though?

18 MR. BROWN: I don't know how they're going to blow it
19 up. I don't know how they're going to succeed on their claims
20 to start with, but I know that they're going to have fights
21 about whether they can. And I know Liberty is going to make
22 fights with everyone they can about whether they can access
23 that coverage.

24 But if that coverage exists, it's the debtor's
25 coverage. It always was the debtor's coverage. They don't

Colloquy

1 have their own coverage. We have cited and mention was made
2 about the fact that the buyback can be done under Louisiana
3 law. That's without -- free and clear of claims that were not
4 known. That's a Eastern District of Louisiana district court
5 opinion that we cited in our brief that says those policies can
6 be sold free and clear.

7 Now again, that's Liberty's fight. But that's the way
8 it is currently. And if they are set aside somehow, then I'm
9 saying that the debtor has rights in those policies too. But
10 what we're here to talk about today is not that because you
11 don't have to decide that. You can decide today that the
12 collateral harm that comes from those lawsuits that Mr. Van
13 Epps testified about will harm this estate, whether it's a loss
14 of coverage, that's just one of the four pieces I talked about.
15 Maybe we don't lose coverage because maybe it's not subject to
16 an aggregate limit, but we are going to then face indemnity
17 claims. We are going to then incur costs to deal with
18 discovery. Discovery is not stayed by the automatic stay. I
19 don't know why they think it is. If it is, great, but we are
20 going to face discovery about those fights. I am confident.
21 And more importantly, Mr. Van Epps is confident about it, and
22 that we are going to spend money that we don't have to deal
23 with this.

24 And so we're seeking protection to keep the money we
25 have to be able to get through this process without

Colloquy

1 interference. And that's why we seek the relief --

2 THE COURT: Well, I understand the reason, the
3 rationale and the -- certainly (a)(3) could apply to the other
4 insurance policies.

5 MR. BROWN: That's right. (a)(1) can apply to the
6 first because the interest of this estate are harmed by the
7 prosecution against Liberty. And if it's not in (a)(1), if you
8 conclude it's not in (a)(1), you can extend the stay under 105
9 to carry out the purposes of 362(a) and that's where the four-
10 part preliminary injunction standard comes in.

11 And even with respect to Liberty, I think we satisfied
12 that test today. Restructuring does not have to be a
13 reorganization, it can be a liquidation. The Court can provide
14 protection for that process to play out. Why? Because it's
15 the interest -- in the interest of creditors as a whole to have
16 a process approved by this Court which lays out the rules and
17 allows the fair game. That's step one.

18 THE COURT: Well, we're likely to end up being
19 successful. And the argument is, is that it would be -- only
20 have to apply to a reorganization, which this is not.

21 MR. BROWN: Successful cases aren't always
22 reorganizations, Your Honor. Successful cases are cases that
23 successfully move the assets of the estate for the benefit of
24 creditors. It can be through a trust. I would view this case
25 if we confirm a liquidating plan as a success. It looks like

Colloquy

1 we've got some obstacles.

2 THE COURT: I think in the context of this case, you
3 certainly could argue that would be a success. What about the
4 other three tests?

5 MR. BROWN: Yes, sir.

6 The other three tests are harm to the estate, the harm
7 we've talked about, the evidence that come in. There is harm
8 to the estate about the loss in -- not in Liberty, necessarily,
9 the loss of coverage, but the effects on our excess carrier
10 coverage. There are effects. Mr. Van Epps talked about the
11 effects. There are discovery expenses. There are indemnity
12 fights with Liberty that will happen. There are subrogation
13 and cross claims that may come from excess carriers under state
14 law. That's covered in our brief as well, Your Honor.

15 There are side impacts. But the debtor is the only
16 one here who's come in with any harm. You didn't hear anything
17 about harm to the other parties. Why? Because we're not
18 seeking to change their rights. We're not seeking to take away
19 the substantive rights.

20 The plan, contrary to what Mr. Mintz says, does not
21 contain any nonconsensual releases at all. It's proposed to be
22 a consensual release with certain insurers. You heard Mr. Van
23 Epps testify. There's no nonconsensual release being sought.
24 We're not seeking to get a nonconsensual release like Purdue
25 Pharma. That's not in our plan.

Colloquy

1 So what's the downside to them? They have to sit
2 tight for a little while and nobody explained to you why that's
3 a problem.

4 And then finally, the fourth prong is the public
5 interest. Public interest is supportive of having a successful
6 case that then allows the assets to be used for the benefit of
7 legitimate creditors. We meet the test.

8 THE COURT: All right. So with respect to all of non-
9 Liberty defendants, apparently there's been some concessions
10 with respect to the officers and directors. So I'm really --

11 MR. BROWN: Well, Mr. Mintz. Yes, sir. Well, his
12 client.

13 THE COURT: Well, and the committee doesn't object to
14 the officers and directors.

15 MR. BROWN: Well, the committee doesn't have a dog in
16 that fight. So they haven't sued anybody. But the other
17 ones --

18 THE COURT: Well, they're focusing on Liberty as well.

19 MR. BROWN: Understood, Your Honor, but I -- the only
20 testimony that's come in today is that the Liberty fights, the
21 Liberty lawsuits will harm this estate. It will cause a mess.
22 That's what the testimony was. That's the only testimony
23 today.

24 And so based on that testimony, Your Honor, I think
25 there's only one conclusion you can draw, which is that it will

Colloquy

1 be a mess. And from Exhibit 9, what you heard was it'll be an
2 expensive mess, which is that the -- at least the facts suggest
3 that the cost of dealing with Louisiana litigation is
4 disproportionately high. It will cost the estate a lot of
5 money. And we start with Mr. Van Epps saying early on, less
6 than 4 dollars million. I don't know where we are after
7 today's hearing, but we're draining the bucket very quickly and
8 we can't afford the sideshow. And there's no reason for the
9 sideshow that you heard today that can't wait. The sideshow
10 can wait. And they can be dealt with by the --

11 THE COURT: Well, if an administrative claim were made
12 against the debtor, the debtor doesn't have to pay it and it
13 can hold off or oppose it.

14 MR. BROWN: It didn't say -- you're right, Your Honor.
15 But what we're talking about is it harms other creditors of the
16 estate, whose distribution then might be diluted by another
17 claim in the estate. There's no reason an indemnity claim
18 wouldn't be at a minimum pro rata with all the other claimants.

19 So what you're doing is bringing more claims to the
20 estate, diluting recoveries. At the same time, you're draining
21 the cash that's available that would be available to go to the
22 trust or would be available to prosecute our Chapter 11 plan.
23 So those are the circumstances in which this Court has the
24 power to say, I need to get control of this and not have these
25 sideshows while we decide whether we're going to have a plan or

Colloquy

1 not. Let's march down that path. And if you decide at some
2 point it doesn't look like we're on the path anymore, then you
3 can lift it.

4 But right now, all the focus should be on this
5 bankruptcy court talking about the settlements, talking about
6 the plan, and see whether we can get out the other side. And
7 if you decide along the way it's not going to happen, then you
8 can lift the stay.

9 THE COURT: So currently you're seeking the stay
10 through November. Is that what -- November?

11 MR. BROWN: No, Your Honor, we were seeking the
12 stay --

13 THE COURT: Through the pendency of the case.

14 MR. BROWN: -- through the pendency of the case. And
15 I was just throwing out an idea for you, you know, if you
16 instead want -- because we don't know how long the case is
17 going to last. Instead, say, let's take a gut check in six
18 months, you know, we could do that, you know?

19 But let's -- because I hope we're going to get to the
20 plan by then. I hope we're going to get to the settlements
21 within three, four months of filing our case. I hope we'll get
22 to the plan within six months of the case. So you could do
23 that and then we could see where we are. But I'm confident if
24 we are allowed to proceed, we'll have a lot to talk about in
25 terms of a confirmable plan.

Colloquy

1 And again, as I talked about earlier, even if you
2 don't like some of these settlements, we do, but we can still
3 have a plan discussion about contributing, you know, policy
4 rights. But -- or a combination, you know, some settlement and
5 policy rights. But we've got to continue down the path and not
6 waste our time on these extraneous fights. And that's what the
7 evidence suggests is going to happen.

8 THE COURT: All right. Thank you.

9 MS. SIEG: For the record, Judge, Beth Sieg again for
10 Huntington Ingalls.

11 This is why I love bankruptcy, because things change
12 on the record. I had not heard before a proposal for a six
13 month check in. We had proposed that it be extended at a
14 maximum only to the November date. But if we're -- I think we
15 would be willing to work with the debtors on a six month. We'd
16 probably prefer it to be five months so that the check in would
17 occur before the end of the year, but I think that's -- from
18 our perspective, that's progress. And that would accommodate
19 the concerns that we've had. So that by the time that check in
20 period comes, we'll know whether we still have any problem with
21 what they're proposing on a more lengthy basis.

22 Thank you, Judge.

23 THE COURT: Thank you.

24 MR. BROWN: Thank you. But just to be clear, Judge, I
25 was talking about six months from today. I wasn't talking

Colloquy

1 about six months from way back at the filing time. I just want
2 to be clear.

3 THE COURT: Yeah. I understood that.

4 All right. Well, thank you. Has everybody said
5 everything they wish?

6 Well, what concerns the Court is what would logically
7 concern the Court at this point and that is a race to the
8 courthouse to certain claimants recovering something that other
9 claimants have to wait their turn and potentially diminish the
10 pot that's available for all claimants. And I would think that
11 the goal of the debtor here to establish a fund as quickly as
12 it can, with the maximum amount of resources, is a noble goal.
13 And I would like to think all the parties can work towards that
14 goal, particularly the creditors committee.

15 But the -- there are attorneys who certainly want to
16 protect their clients that are seeking to protect their
17 particular clients. And it appears that a number of them
18 believe that they have direct causes of action against Liberty
19 Mutual that are viable, that could be asserted without harm to
20 the debtor, or if the harm to the debtor occurs, it is not
21 significant enough that it should justify extending the stay to
22 Liberty Mutual.

23 I believe at this point what I'm hearing is that the
24 most parties are not objecting to the extension of the stay to
25 the parties other than Liberty, with the possible exception of

Colloquy

1 Huntington. Although Huntington is willing to acquiesce to a
2 temporary extension of the stay, something that the debtor
3 appears to be willing to accept.

4 Now I look at the Fourth Circuit case and Robbins as
5 being very on point in this case. And that case also involved
6 a torts -- massive tort claims against the debtor and numerous
7 insurance policies that were available to pay and causes of
8 action being asserted against officers and directors. And the
9 Court in that case determined that a stay should apply and that
10 the parties should be protected, that the officers and
11 directors and the insurance company should all be protected
12 during the pendency of the case so that funds that could be
13 made available for the trust would be -- it would find their
14 way to that trust. And the trust administered all of the
15 claims. And my recollection is it was a successful case. It
16 worked out well under those circumstances.

17 Here, the debtor is seeking to extend the stay as to
18 the insurance companies and to the officers and directors that
19 they've listed in the exhibit, I believe, to -- that was
20 included in the list of exhibits. But -- and I believe that
21 Section 362(a)(1) and (a)(3), in conjunction with the Robbins
22 decision, enable the Court to extend or to find that the stay
23 extends to the insurance companies and to the officers and
24 directors, with the possible exception of Liberty Mutual.

25 The argument there being that the debtor had

Colloquy

1 previously settled with Liberty Mutual and that its rights to
2 the policy are no longer property of the estate by virtue of
3 that settlement. However, the evidence and the only evidence
4 that I've heard today is the testimony of the debtor's
5 representative in the exhibits submitted by the debtor.

6 Other parties were given adequate notice of this
7 hearing. The hearing was continued so that they had additional
8 time to prepare, yet nobody offered any evidence aside from the
9 debtor.

10 And the debtor's testimony from Mr. Van Epps was
11 pretty much on point that were parties allowed to proceed
12 against Liberty Mutual, that that would result in a claim by
13 Liberty Mutual for indemnification. It would be a post-
14 petition claim, potentially an administrative claim. It would
15 affect the -- not only the potential distribution that might be
16 available to all the creditors of the estate if a plan is
17 confirmed, but it would also cause the debtor to incur
18 potential expenses during the pendency of the case and while it
19 is attempting to pursue confirmation of a plan.

20 I believe that with respect to Liberty Mutual, if
21 Sections 362(a)(1) and (a)(3) were not to apply, and I'm not
22 saying that they don't, I believe that the debtor has, through
23 the testimony and exhibits offered today, satisfied the four-
24 part test that would be applicable in the event that the debtor
25 is seeking a preliminary injunction, and the first being that

Colloquy

1 the likelihood of success.

2 In my mind, a success in this case would be
3 confirmation of a plan that creates the trust -- the
4 liquidating trust that will enable all of the claimants to have
5 recourse against the debtor in one location and in one
6 manageable trust, that is -- that includes all of the insurance
7 proceeds that are available to the debtor. I think that would
8 be good for the debtor. It's what's contemplated by the
9 Bankruptcy Code. And to me, that would be successful even if
10 the debtor is no longer in business.

11 The harm to the estate, I think, has been established
12 by the evidence that in the event that the stay is not
13 applicable to the officers, directors, and insurance companies,
14 and in this case, Liberty Mutual, that the harm to the estate
15 would involve what I've already described and that is indemnity
16 actions. There's no evidence that there is no indemnity on the
17 part of Liberty Mutual.

18 And I think that the debtor has demonstrated second
19 and third parts of the test. The -- it does appear to me that
20 it is a very complicated situation with the insurance companies
21 and who has what excess coverage. If one company pays, what
22 are the rights for contribution? To have that sorted out in
23 Louisiana District Court at the same time that the debtor is
24 trying to sort it out here doesn't seem to make sense. The
25 debtor is way ahead of reaching those types of decisions. When

Colloquy

1 they bring the motions to approve settlements with the
2 insurance companies, all of that should be sorted out. And I
3 expect that will happen fairly quickly.

4 So I see the harm to the debtor by enabling the
5 Liberty Mutual litigation to continue to outweigh the harm that
6 the parties, who at this point I don't believe have even
7 included -- or at least the some of the plaintiffs have not
8 even brought Liberty Mutual into their causes of action. And a
9 delay, I don't think, will be very harmful to those parties.

10 But in light of the suggestion that the Court can
11 revisit whether a stay should remain applicable, I do believe
12 that it would be appropriate to only extend the stay for a
13 period of time, or to recognize that the stay extends for a
14 period of time, rather than to invite parties to file motions
15 for relief from the stay so that the Court can reassess where
16 this case is.

17 And so I do intend to impose a six month period of
18 time from today, where the stay will be applicable for the
19 reasons that I've stated. And at the conclusion of that six
20 month period, the stays will no longer be in place unless the
21 debtor has filed a motion to extend the ruling further, at
22 which point all of the parties who wish to oppose that will
23 be -- will have the rights to oppose that. So all of the
24 current arguments are preserved at that time.

25 Have I missed anything in connection with this? Any

Colloquy

1 parties need any clarification?

2 MR. BROWN: No, Your Honor.

3 THE COURT: Great.

4 MR. LIESEMER: No, Your Honor.

5 THE COURT: All right. Well, very good. I will look
6 for an order to that effect, Mr. Brown, and if anyone who has
7 filed opposition wishes to review and endorse the order, as
8 proposed, I certainly give -- please give those parties an
9 opportunity to do that.

10 MR. BROWN: Certainly will, Your Honor. And I think
11 to level set, the interim order continues in place until the
12 new order is in place.

13 THE COURT: Correct.

14 MR. BROWN: Thank you, Your Honor. With that, that is
15 all the agenda we have for today.

16 THE COURT: All right. Did anyone else have anything
17 they wish to bring up at this time?

18 All right. Well, I will look for the orders that have
19 not yet been submitted, and I appreciate everyone's good
20 effort. I heard some good arguments today. It was very well
21 lawyered, and I appreciate that. It makes my job easier. So
22 we will adjourn.

23 THE COURT: All rise. Court is now adjourned.

24 (Whereupon these proceedings were concluded at 2:17 PM)

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I N D E X

WITNESSES: DIRECT CROSS REDIRECT RECROSS VOIR DIRE

FOR THE DEBTOR:

Ron Van Epps 76 107,110,114

EXHIBITS: DESCRIPTION MARK ADMIT

FOR THE DEBTOR:

3-8 Hearing exhibits 75

10 Stout document 103

RULINGS: PAGE LINE

CKSMM retention application is approved 23 8

Motion for settlement procedures is granted 51 24

Motion for protective order is granted 71 17

Motion for automatic stay is granted 165 15

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C E R T I F I C A T I O N

I, River Wolfe, the court-approved transcriber, do hereby certify the foregoing is a true and correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.



September 18, 2024

RIVER WOLFE

DATE

TTA-Certified Digital Legal Transcriber CDLT-265

A	acknowledge (1) 155:25	156:25	12:21	125:25;133:6;141:8; 155:3
	acknowledged (1) 130:19	addressed (5) 21:3;40:17;145:10; 146:9,11	affect (7) 43:20;130:7,7; 152:16,17;157:12; 167:15	agree (13) 45:23;47:7;49:21; 57:9;63:22,23;64:1; 65:9,18;68:15;97:7; 147:16;148:12
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

OFFICIAL COMMITTEE OF UNSECURED
CREDITORS,

Appellant,

Civil Action No. 3:24cv00717

v.

HOPEMAN BROTHERS, INC.,

Appellee.

**MEMORANDUM OF POINTS AND AUTHORITIES
IN SUPPORT OF MOTION OF THE OFFICIAL COMMITTEE
OF UNSECURED CREDITORS FOR LEAVE TO APPEAL FROM
SECOND INTERIM ORDER EXTENDING THE AUTOMATIC STAY**

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Dated: October 9, 2024

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Appellant, the Official Committee of Unsecured Creditors (“**Committee**”) of Hopeman Brothers, Inc., by and through its undersigned counsel, hereby moves this Court for leave to appeal from the *Second Interim Order Extending the Automatic Stay to Asbestos- Related Actions Against Non-Debtor Defendants* (ECF No. 245)¹ (“**Stay Order**”), entered by the United States Bankruptcy Court for the Eastern District of Virginia (Phillips, J.) (“**Bankruptcy Court**”) on September 25, 2024.

The Committee brings this Motion in an abundance of caution. For the reasons explained below, the Committee believes that the Stay Order is a final order that gives the Committee an appeal of right under 28 U.S.C. § 158(a)(1) or alternatively, is an immediately appealable order under the collateral order doctrine. In either case, the Committee can present for appellate review all factual and legal issues connected with the Stay Order. Nevertheless, if this Court concludes that the Stay Order is neither final nor an appealable collateral order, the Committee requests leave to pursue an interlocutory appeal under 28 U.S.C. § 158(a)(3) and Federal Rule of Bankruptcy Procedure 8004 on the questions of law described below.

For the reasons set forth below, this Court should determine that the Stay Order is immediately appealable without leave because it is a final or collateral order or, alternatively, grant the Committee leave to pursue the interlocutory appeal requested herein.

PRELIMINARY STATEMENT

1. This appeal arises from the chapter 11 case of Hopeman Brothers, Inc. (“**Debtor**”), which is pending before the Bankruptcy Court. Before selling its operating business in 2003, the Debtor was a joiner subcontractor that, *inter alia*, installed ceiling and wall panels inside ocean-going vessels. These panels contained asbestos fibers that were released during installation, which

¹ All ECF numbers referenced herein are in the above-captioned bankruptcy case.

caused exposures to those fibers and resulting illnesses or death to tens of thousands of individuals. The Debtor thus filed for chapter 11 relief facing claims for personal injury or wrongful death arising from these asbestos exposures.

2. The filing of the Debtor’s chapter 11 petition automatically stayed the commencement and continuation of asbestos lawsuits against the Debtor. *See* 11 U.S.C. § 362(a). Nevertheless, in certain States—most notably here, Louisiana—individuals holding asbestos claims against the Debtor may pursue “direct actions” against the Debtor’s liability insurers without having to name the Debtor as a co-defendant.² One of those insurers is Liberty Mutual Insurance Company (“**Liberty**”), which for decades provided to the Debtor primary and umbrella-level liability insurance coverage that was—and remains—responsive to asbestos-related claims against the Debtor.

3. In conjunction with its chapter 11 filing, the Debtor filed a motion with the Bankruptcy Court to “extend” the § 362(a) stay to enjoin the direct actions of asbestos claimants against the Debtor’s asbestos insurers, including Liberty. The Committee filed a limited objection to the stay motion, opposing only the stay of direct actions against Liberty for two reasons. First, direct actions against Liberty would not implicate or affect property of the Debtor’s bankruptcy estate because the Debtor had disclaimed any interest in the Liberty insurance coverage, contending that the Liberty coverage “is exhausted and released” based on an agreement the Debtor

² *See Lumbermen’s Mut. Cas. Co. v. Elbert*, 348 U.S. 48, 51 (1954) (finding the Louisiana direct action statute creates “a separate and distinct cause of action against the insurer which an injured party may elect in lieu of his action against the tortfeasor”); *Gateway Residences at Exch., LLC v. Ill. Union Ins. Co.*, 917 F.3d 269, 272 (4th Cir. 2019) (finding that under the direct action statute, “a plaintiff may sue a tortfeasor’s liability insurer without joining the tortfeasor as a defendant and establish both the insured’s liability and the insurer’s obligation in a single suit” (citing LA. STAT. ANN. § 22:1269(B))); *West v. Monroe Bakery, Inc.*, 46 So. 2d 122, 123 (La. 1950) (finding the direct action statute thus confers “substantive rights on third parties to contracts of public liability insurance, which become vested at the moment of the accident in which they are injured”).

entered into with Liberty in 2003.³ But even though the Debtor believes that it has released *its* interest in the Liberty coverage, asbestos claimants across the country, who possess enforceable rights under the applicable policies, have not released *their* interests, which cannot be extinguished or altered by a subsequent bilateral agreement between the Debtor and Liberty.⁴

4. Second, direct actions against Liberty are not stayed under 11 U.S.C. § 362(a)(1) because, by its express terms, the statute stays proceedings against only debtors, not nondebtor codefendants. The Debtor nevertheless argued that there were “unusual circumstances” favoring an expansion of the stay beyond its statutory terms based on an alleged “identity of interest” between the Debtor and Liberty. In particular, the Debtor asserted that Liberty had threatened to seek indemnification from the Debtor and its bankruptcy estate if direct actions against Liberty

³ Hr’g Tr. 54:4-7, Sept. 10, 2024 (K. Finnerty) (“There’s three agreements . . . entered into between the debtor and Liberty, one executed in 1990, two executed in 2003 . . .”). A copy of the partially redacted September 10, 2024 hearing transcript is annexed to the Motion of the Official Committee of Unsecured Creditors for Leave to Appeal From Second Interim Order Extending the Automatic Stay, filed contemporaneously herewith, at **Exhibit B**.

⁴ See *Storm v. Nationwide Mut. Ins. Co.*, 97 S.E.2d 759, 764 (Va. 1957) (noting that “rights and interests” of an injured person under a liability insurance policy cannot be “defeated” between the actions of the insured and the insurer under “what the statutes make a tri-party contract”); see also, e.g., *Smith & Wesson v. Birmingham Fire Ins. Co.*, 510 N.Y.S.2d 606, 608 (N.Y. App. Div 1987) (“[I]f a settlement is recognized as binding upon the non-participating injured third party, the insurer and insureds would have a strong incentive to settle, merely to limit the amount the injured third party could collect against the insurer. This would defeat the beneficial purposes of [New York] Insurance Law § 3420.”); *Sales v. U.S. Underwriters Ins. Co.*, No. 93 CIV. 7580 (CSH), 1995 WL 144783, at *9 (S.D.N.Y. Apr. 3, 1995) (“[P]laintiffs’ right of action under [New York Insurance Law] Section 3420(a)(2) accrued at the time of the injury, and . . . any subsequent settlement or release effectuated by . . . [the tortfeasor] and . . . [insurance company] is not determinative of plaintiffs’ rights.”); *Shapiro v. Republic Indem. Co. of Am.*, 341 P.2d 289, 291 (Cal. 1959) (noting that persons injured by a tortfeasor are “third-party beneficiaries of the [tortfeasor’s] policy” and “had an interest that could not be altered or conditioned by independent action of the insurer and the insured. Nor can these rights be conclusively determined against the injured persons in an action to which they were not made parties.”).

were not stayed.⁵ But Liberty’s supposed indemnification rights against the Debtor are allegedly based on an agreement that was never offered into evidence at the hearing on the stay motion.⁶ And the Debtor did not list Liberty as a creditor on its bankruptcy schedules, which undercuts the Debtor’s own assertions that it faces the risk of indemnification claims from Liberty as a result of continuing direct actions.

5. After a contested evidentiary hearing on September 10, 2024, the Bankruptcy Court granted the Debtor’s stay motion and ruled that direct actions against Liberty would be stayed. The Bankruptcy Court subsequently entered the Stay Order. By this appeal, the Committee seeks reversal of the Stay Order only with respect to direct actions against Liberty.

6. The Stay Order is the product of factual and legal errors that warrant immediate appellate review. If this Court determines that the Stay Order is appealable, either as a final order or under the collateral order doctrine, the Committee intends to present for appellate review all factual and legal issues pertaining to the Stay Order. If, however, the Court determines that the Stay Order is interlocutory, it should grant leave to appeal because the Stay Order raises controlling questions of law (described below) as to which there is substantial ground for difference of opinion. Additionally, an immediate appeal from the Stay Order may materially advance the ultimate termination of the litigation because it could definitively determine that the automatic stay does not extend to direct actions against Liberty or narrow significant legal issues in the bankruptcy case. Accordingly, this Court should grant the relief requested herein.

⁵ *E.g.*, Omnibus Reply in Support of Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants ¶ 25, ECF No. 157; Hr’g Tr. 122:22-24 (T. Brown) (“You’re substituting Liberty on the same claim against the debtor. Liberty has threatened to make an indemnity claim.”).

⁶ Hr’g Tr. 75:3-6 (T. Brown).

BACKGROUND

7. On June 30, 2024, the Debtor commenced the above-captioned bankruptcy case by filing its petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to act as a debtor-in-possession in accordance with 11 U.S.C. §§ 1107(a) and 1108. The Debtor asserts that it commenced its chapter 11 case “to utilize . . . [its] remaining cash and its unexhausted insurance policies issued by solvent insurers to address the over 2,700 asbestos-related personal injury claims asserted and unresolved against the Debtor as of June 23, 2024, as well as likely-to-be asserted prepetition asbestos-related personal injury claims against the Debtor.”⁷ The Debtor has filed motions seeking the Bankruptcy Court’s approval of insurance settlement agreements that the Debtor entered into with certain of its insurers to monetize its asbestos-related insurance coverage.⁸ The Debtor has also proposed a chapter 11 plan of liquidation that, if confirmed by the Bankruptcy Court, would establish a liquidation trust to receive the insurance settlement proceeds and to liquidate and pay from those proceeds eligible asbestos claims.⁹

8. Also on June 30, 2024, the Debtor filed the Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against

⁷ Motion of the Debtor for Entry of an Order (I) Establishing Bar Dates for Submitting Proofs of Non-Asbestos Claim; (II) Approving Procedures for Submitting Proofs of Non-Asbestos Claim; (III) Approving Notice Thereof; (IV) Approving a Tailored Proof of Non-Asbestos Claim Form; and (V) Granting Related Relief ¶ 9, at 3, ECF No. 74.

⁸ See Motion of the Debtor for Entry of an Order (I) Approving the Settlement Agreement and Release Between the Debtor and the Chubb Insurers; (II) Approving the Assumption of the Settlement Agreement and Release Between the Debtor and the Chubb Insurers; (III) Approving the Sale of Certain Insurance Policies; (IV) Issuing an Injunction Pursuant to the Sale of Certain Insurance Policies; and (V) Granting Related Relief, ECF No. 9; Motion of the Debtor for Entry of an Order (I) Approving the Settlement Agreement and Release Between the Debtor and Certain Settling Insurers; (II) Approving the Sale of Certain Insurance Policies; (IV) Issuing an Injunction Pursuant to the Sale of Certain Insurance Policies; and (V) Granting Related Relief, ECF No. 53.

⁹ See Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code, ECF No. 56.

Non-Debtor Defendants (ECF No. 7) (“**Stay Motion**”). The Stay Motion sought to prevent asbestos victims from, *inter alia*, bringing direct actions against Liberty during the pendency of the chapter 11 case and identified only thirty-five (35) pending actions against Liberty. Stay Mot. ¶¶ 15-17; *id.* at Ex. 1.

9. On July 3, 2024, at a hearing before the Bankruptcy Court on “first-day” motions and prior to the Committee’s appointment, the Bankruptcy Court granted the Stay Motion on an interim basis and issued the first Interim Order Extending the Automatic Stay to Asbestos-Related Actions Against Non-Debtor Defendants (ECF No. 35) (“**First Stay Order**”). The First Stay Order set a final hearing on the Stay Motion “[i]f a timely objection is received . . . to consider such timely objection to the Motion.” First Stay Order ¶ 7.

10. On July 15, 2024, the Debtor filed its Schedules of Assets and Liabilities (ECF No. 59) and Statements of Financial Affairs (ECF No. 60). Neither filing disclosed Liberty as a creditor of the Debtor or indicated that Liberty had potential claims for indemnification against the Debtor.

11. On July 22, 2024, the Office of the United States Trustee formed the Committee and appointed its members.¹⁰ The Committee is a statutory committee of creditors appointed under 11 U.S.C. § 1102(a) that represents the shared interests of the Debtor’s unsecured creditors, including, notably, those holding asbestos-related claims against the Debtor.

12. On August 30, 2024, the Committee filed the Limited Objection of the Official Committee of Unsecured Creditors to the Debtor’s Motion for Extension of the Automatic Stay to Enjoin Asbestos-Related Actions Against Non-Debtor Defendants (ECF No. 141) (“**Objection**”), whereby the Committee objected to the Stay Motion to the extent it sought to enjoin direct actions by asbestos claimants against Liberty. The Committee asserted in its Objection that direct actions

¹⁰ Appointment of Unsecured Creditors Committee (ECF No. 69).

against Liberty could not be stayed under § 362(a)(3) of the Bankruptcy Code because, according to the Debtor itself, those actions do not implicate and would not affect property of the Debtor's estate. Obj. ¶¶ 5-8. Further, direct actions against Liberty could not be stayed under § 362(a)(1) because § 362(a)(1) stays proceedings against only debtors, not nondebtor codefendants. Obj. ¶¶ 9-16.

13. On September 9, 2024, the Debtor filed the Omnibus Reply in Support of 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. 157) (“**Reply**”). For the first time in its Reply, and less than twenty-four (24) hours before the hearing on the Stay Motion, the Debtor argued that, where the automatic stay could not be extended under §§ 362(a)(1) and 362(a)(3), the Bankruptcy Court could grant a preliminary injunction under § 105(a) of the Bankruptcy Code. Reply ¶¶ 32-59.

14. On September 10, 2024, the Bankruptcy Court held a contested evidentiary hearing on the Stay Motion. At that hearing, the Committee argued, *inter alia*, that the Bankruptcy Court could not grant a preliminary injunction where it failed to meet the four-factor test of the Fourth Circuit, which requires a reasonable likelihood of a successful reorganization.¹¹

15. The Committee also argued, *inter alia*, that the Supreme Court's decision in *De Beers Consol. Mines v. United States* barred the Bankruptcy Court from granting preliminary injunctive relief because Liberty was ineligible for permanent injunctive relief in the Debtor's bankruptcy case. 325 U.S. 212, 220 (1945) (holding a preliminary injunction may not be granted when such an injunction is not “of the same character as that which may be granted finally”).¹²

¹¹ Hr'g Tr. 132:1-18 (J. Liesemer).

¹² Hr'g Tr. 133:2-22 (J. Liesemer).

16. In response to the Committee’s arguments, the Bankruptcy Court determined that the “likelihood of success” prong was not limited to only reorganizations but could be applied to liquidations as well.¹³ The Bankruptcy Court also disagreed that *De Beers* should be applied to a temporary stay during the pendency of the case.¹⁴ Ultimately, the Bankruptcy Court ruled that it would grant the Stay Motion and, among other things, stay direct actions against Liberty. The Bankruptcy Court determined that the stay should be extended to Liberty principally based on Liberty’s threat that it would seek indemnification from the Debtor if direct actions against Liberty were allowed to proceed. But the agreement that allegedly vested Liberty with indemnification rights was never offered into evidence.

17. On September 25, 2024, the Bankruptcy Court entered the Stay Order. By its express terms, the Stay Order is to remain in effect until March 10, 2025, unless the Bankruptcy Court extends its duration or enters a third interim stay order or a final stay order. Stay Order ¶¶ 1,6.

QUESTIONS OF LAW PRESENTED FOR INTERLOCUTORY REVIEW

18. If this Court determines that the Stay Order is immediately appealable as a final order or based on the collateral order doctrine, the Committee will seek appellate review of all factual and legal issues connected with the Stay Order. If, however, this Court determines that the Stay Order is interlocutory, the Committee requests leave to pursue interlocutory review of the following questions of law:

¹³ Hr’g Tr. 167:20-168:10 (Phillips, J.).

¹⁴ Hr’g Tr. 133:6-24 (Phillips, J.).

1. Whether a court is barred from granting preliminary injunctive relief (in the form of “extending” the automatic stay or otherwise) when it cannot grant equivalent permanent injunctive relief.

2. Whether the proponent of a preliminary injunction or stay extension can meet the “likelihood of success” element of the traditional injunction standard when the debtor intends to liquidate in chapter 11 and not reorganize.

ARGUMENT

I. THE BANKRUPTCY COURT’S STAY ORDER IS FINAL AND APPEALABLE OF RIGHT UNDER 28 U.S.C. § 158(a)(1)

19. District courts “have jurisdiction to hear appeals . . . from final judgments, orders, and decrees . . . of bankruptcy judges.” 28 U.S.C. § 158(a)(1). In ordinary civil litigation, a case culminates in a “final decisio[n]” when a court “disassociates itself from a case.” *Bullard v. Blue Hills Bank*, 575 U.S. 496, 501 (2015) (first alteration in original) (citation omitted). But the Fourth Circuit has “recognized on many occasions, the concept of finality in bankruptcy traditionally has been applied in a ‘more pragmatic and less technical way’ than in other situations.” *Mort Ranta v. Gorman*, 721 F.3d 241, 246 (4th Cir. 2013) (quoting *McDow v. Dudley*, 662 F.3d 284, 287 (4th Cir. 2011)). Therefore, in bankruptcy cases, the Fourth Circuit “allow[s] immediate appellate review of orders that ‘finally dispose of discrete disputes within the larger case.’” *Mort Ranta*, 721 F.3d at 246 (quoting *McDow*, 662 F.3d at 287); *see also In re Computer Learning Ctrs., Inc.*, 407 F.3d 656, 660 (4th Cir. 2005) (same).

20. The Supreme Court agrees: “The rules are different in bankruptcy” because a “bankruptcy case involves ‘an aggregation of individual controversies,’ many of which would exist as stand-alone lawsuits but for the bankrupt status of the debtor.” *Bullard*, 575 U.S. at 501.

(citation omitted). Thus, “orders in bankruptcy cases may be immediately appealed if they finally dispose of discrete disputes within the larger case.” *Id.* (citation omitted).

21. Courts have found that orders extending the automatic stay are final orders. *E.g.*, *In re Bestwall LLC*, No. 3:20-CV-103-RJC, 2022 WL 67469, at *4 (W.D.N.C. Jan. 6, 2022) (finding that the bankruptcy court’s orders that extended the automatic stay were final and appealable), *aff’d*, 71 F.4th 168 (4th Cir. 2023), *cert. denied*, 144 S. Ct. 2519, and *cert. denied*, 144 S. Ct. 2520 (2024); *In re Marine Power & Equip. Co.*, 71 B.R. 925, 926 (W.D. Wash. 1987) (finding that a bankruptcy indefinitely extending the automatic stay was a “final, appealable order”); *cf. Ritzen Grp., Inc. v. Jackson Masonry, LLC*, 589 U.S. 35, 37-38 (2020) (finding that a court’s adjudication of a creditor’s motion for relief from the automatic stay is a final, appealable order); *In re Lee*, 461 F. App’x 227, 231 (4th Cir. 2012) (“An order granting or denying relief from the automatic stay is final and appealable.” (citation omitted)).

22. Likewise, bankruptcy court orders granting preliminary injunctions concerning the automatic stay have been found to be final orders. *E.g.*, *Bestwall*, 2022 WL 67469, at *4 (finding that the bankruptcy court’s preliminary injunction orders that extended the automatic stay were final and appealable); *Fung Retailing Ltd. v. Toys “R” Us, Inc.*, 593 B.R. 724, 731 (E.D. Va. 2018) (Gibney, J.) (concluding injunction order preventing party from prosecuting an action in Hong Kong was a final, appealable order); *In re Excel Innovations, Inc.*, 502 F.3d 1086, 1092 (9th Cir. 2007) (concluding injunction order which was in effect an extension of the automatic stay was a final, appealable order). Further, “[w]here a bankruptcy court issues a preliminary injunction but contemplates no further hearings apart from the outcome of the . . . [chapter 11 case at confirmation] then the injunction order is a final, appealable order.” *See Bestwall*, 2022 WL 67469, at *4.

23. Here, the Stay Order “finally dispose[d] of the discrete dispute” over the scope of the automatic stay—*i.e.*, whether the automatic stay can and should be “extended” to enjoin direct actions against Liberty. *See Bullard*, 575 U.S. at 501; *Mort Ranta*, 721 F.3d at 246; *McDow*, 662 F.3d at 285; *Computer Learning Ctrs.*, 407 F.3d at 660. While the Stay Order provides that the automatic stay is extended and the preliminary injunction is to remain in effect until March 10, 2025, the Debtor contemplates that its bankruptcy case will be completed or near completion by the time the Stay Order expires.¹⁵ By granting the Stay Order with the understanding of the timeline the Debtor contemplates for its chapter 11 case, the Bankruptcy Court has effectively contemplated no further proceedings on this matter apart from liquidation of the Debtor’s estate. *See Bestwall*, 2022 WL 67469, at *4.¹⁶ For the reasons stated above, this Court should hold that the Stay Order is final and appealable as of right.

II. THE BANKRUPTCY COURT’S STAY ORDER IS IMMEDIATELY APPEALABLE BASED ON THE COLLATERAL ORDER DOCTRINE

24. The Supreme Court has recognized that a party may appeal an order under the collateral order doctrine if the order “finally determine[s] claims of right separable from, and collateral to, rights asserted in the action, too important to be denied review and too independent of the cause itself to require that appellate consideration be deferred until the whole case is adjudicated.” *Cohen v. Beneficial Indus. Loan Corp.*, 337 U.S. 541, 546 (1949). “To come within

¹⁵ *See* Hr’g Tr. 163:9-25 (T. Brown) (“[W]e were seeking the stay . . . through the pendency of the case. . . [L]et’s take a gut check in six months, you know, we could do that, you know? But let’s -- because I hope we’re going to get to the plan by then. I hope we’re going to get to the settlements within three, four months of filing our case. I hope we’ll get to the plan within six months of the case.”).

¹⁶ Moreover, this Court has found that relief from the automatic stay—an order procedurally similar to the Stay Order—constituted an appealable final decision even though the bankruptcy court stated that the order would be subject to re-evaluation less than four months later. *See Fung Retailing Ltd.*, 593 B.R. at 731.

the parameters of the collateral order doctrine, the order from which the appeal is taken must “[1] conclusively determine the disputed question, [2] resolve an important issue completely separate from the merits of the action, and [3] be effectively unreviewable on appeal from final judgment.” *United States v. Moussaoui*, 483 F.3d 220, 228 (4th Cir. 2007) (quoting *Will v. Hallock*, 546 U.S. 345 (2006)). In other words, the doctrine applies when the issues at play are such that “in the interest of achieving a healthy legal system, [they must] be treated as final.” *Id.* (citation omitted).

A. The Order Conclusively Determines the Disputed Question

25. An order is deemed to have conclusively determined a disputed question when it is not “tentative, informal or incomplete,” and the lower court does not intend to revisit the ruling. *In re Boxall*, 188 B.R. 198, 201-02 (E.D. Va. 1995) (citing *Cohen*, 337 U.S. at 546). Even when an order is styled as “preliminary,” the order is not rendered inconclusive. *See id.* at 202 (“Indeed, even though the injunction was styled ‘preliminary,’ it is quite clear that the bankruptcy court did not intend to enter a permanent injunction at a later date . . .”).

26. Here, the Court conclusively determined the disputed question regarding the scope of the automatic stay and the preliminary injunction in the Stay Order. The Stay Order is not “tentative, informal or incomplete” as the Court contemplated the Stay Order being in effect for the vast majority (if not the entirety) of the Debtor’s contemplated timeline for its chapter 11 case. *See Boxall*, 188 B.R. at 201-02. Here, unlike in *Boxall*, where the bankruptcy court in the adversary proceeding needed to “revisit the issue of the extent to which the transfer . . . was a fraudulent conveyance at the trial,” *id.* at 201, the Bankruptcy Court did not leave unresolved any aspect of the Stay Order. It simply contemplated parties requesting extensions of the stay or relief from the stay in six months’ time. *See Stay Order* ¶¶ 1, 6-7.

B. The Stay Order Resolves an Important Issue Separate from the Merits of the Debtor’s Chapter 11 Case

27. To satisfy the second prong, the issue in question must be sufficiently important to warrant immediate review and unrelated to the merits of the underlying action. *See Moussaoui*, 483 F.3d at 229-30; *see also P.R. Aqueduct & Sewer Auth. v. Metcalf & Eddy, Inc.*, 506 U.S. 139, 145 (1993) (resolution of question of immunity has no impact on merits of the action); *Boxall*, 188 B.R. at 202 (“Resolution of this issue on appeal [*i.e.*, the bankruptcy court’s estimate of the debtor’s assets and liabilities] would in no way impinge upon the bankruptcy court’s adjudication of the merits of the fraudulent conveyance claim . . .”).

28. Whether the automatic stay can and should be “extended” to Liberty to preliminarily enjoin direct actions against it is sufficiently important to warrant immediate review. The automatic stay is “a core feature of the bankruptcy system.” *In re Colonial Penniman, LLC*, 575 B.R. 664, 688 (Bankr. E.D. Va. 2017) (Santoro, J.), *aff’d in part, remanded in part sub nom. Williams v. Colonial Penniman, LLC*, 582 B.R. 391 (E.D. Va. 2018). Indeed, the automatic stay is designed to shield the debtor “from the financial pressures which prompted the filing for relief.” *In re Al’s Transmission Serv., Inc.*, No. 95-1-1579-PM, 1995 WL 781697, at *2 (Bankr. D. Md. Dec. 28, 1995). Determining the scope of the automatic stay is essential for claimants to understand whether direct actions can proceed against Liberty while the Debtor’s bankruptcy case is pending and whether they can receive prompt payment from Liberty for their asbestos-related injuries. *See Moussaoui*, 483 F.3d at 229-30; *P.R. Aqueduct & Sewer Auth.*, 506 U.S. at 145; *Boxall*, 188 B.R. at 202. The automatic stay is also sufficiently separate from the “merits” of this chapter 11 case, which ultimately hinges on whether a proposed chapter 11 plan is confirmable. *See Moussaoui*, 483 F.3d at 229-30; *P.R. Aqueduct & Sewer Auth.*, 506 U.S. at 145; *Boxall*, 188 B.R. at 202.

C. The Stay Order Would Be Effectively Unreviewable on Appeal from Final Judgment

29. An interlocutory order should be appealable where a denial of review by the court “would render impossible any review whatsoever.” *In re Looney*, 823 F.2d 788, 791 (4th Cir. 1987). This is because the finality requirement should “be construed so as not to cause crucial collateral claims to be lost and potentially irreparable injuries to be suffered.” *Mathews v. Eldridge*, 424 U.S. 319, 331 n.11 (1976); *Warfle ex rel. Guffey v. Sec’y of Health & Hum. Servs.*, 92 Fed. Cl. 361, 366 (2010) (“[C]ases that have held such orders to be immediately reviewable [under the collateral order doctrine] generally have involved practical exigencies or irreparable harm.”).

30. If the Stay Order were not reviewed now, asbestos claimants would be potentially unable to challenge the injunction of their direct claims against Liberty until the conclusion of the chapter 11 case, whether that conclusion came in the form of confirmation of a chapter 11 plan, or the dismissal or closing of the chapter 11 case. That would inflict undue delay and irreparable harm on them because they could never recover the lost time that they otherwise could have used to seek recompense from Liberty. And this would have real—and tragic—consequences. Asbestos claimants who are sick, and many of whom are dying, may not receive funds for needed medical care or to support their families. *See, e.g., Kadel v. Folwell*, 446 F. Supp. 3d 1, 11 (M.D.N.C. 2020) (identifying harm from continued denial of healthcare coverage for medically necessary procedures), *aff’d sub nom. Kadel v. N.C. State Health Plan for Tchrs. & State Emps.*, 12 F.4th 422 (4th Cir. 2021). In addition, the death of a claimant can and will result in lost legal rights and compensation. *See, e.g., Bailey ex rel. Brown v. Exxon Mobil Corp.*, 76 So. 3d 53, 54-55 (La. Ct. App. 2011) (holding that punitive damages could not be recovered in a wrongful death

action).¹⁷ Thus, delay in bringing direct actions against Liberty will irreparably harm asbestos victims in the form of lost claims, lost remedies, and the loss of immediate financial support that an award of damages could provide. Here, justice delayed would be justice denied.

31. For the reasons set forth above, the Court should determine that the Stay Order is immediately appealable under the collateral order doctrine.

III. ALTERNATIVELY, IF THE STAY ORDER IS INTERLOCUTORY, THIS COURT SHOULD GRANT LEAVE TO APPEAL UNDER 28 U.S.C. § 158(a)(3)

32. If the Stay Order is interlocutory, the Committee should be granted leave to pursue an interlocutory appeal in accordance with 28 U.S.C. § 158(a)(3). This Court, “in determining whether to grant leave for an interlocutory appeal, . . . ha[s] routinely looked by analogy to the standard set forth in 28 U.S.C. § 1292(b), which governs interlocutory appeals in non-bankruptcy cases.” *First Owners’ Ass’n of Forty Six Hundred v. Gordon Props., LLC*, 470 B.R. 364, 371-72 (E.D. Va. 2012) (citing *Atl. Textile Grp., Inc. v. Neal*, 191 B.R. 652, 653 (E.D. Va. 1996)); see also *In re Bestwall LLC*, No. 3:21-CV-151-RJC, 2021 WL 1857295, at *3 (W.D.N.C. May 10, 2021) (“[C]ourts employ an analysis similar to that employed by the Court of Appeals in certifying interlocutory review when deciding whether to grant leave to appeal an interlocutory order of the Bankruptcy Court.” (quoting *In re Biltmore Invs., Ltd.*, 538 B.R. 706, 710-11 (W.D.N.C. 2015))); *Craddock Washabaugh v. Miller*, No. 1:16CV694, 2016 WL 4574690, at *1 (M.D.N.C. Sept. 1, 2016) (“Given . . . the lack of direct guidance concerning a standard for the grant or denial of leave to appeal interlocutory orders in § 158 itself, courts apply an analysis similar to that employed when certifying interlocutory review by the circuit court of appeals under 28 U.S.C. § 1292(b).”).

¹⁷ See also, e.g., FLA. STAT. ANN. § 768.21 (specifying damages available to decedent’s estate or personal representative); ARIZ. REV. STAT. ANN. § 14-3110 (providing that damages for pain and suffering do not survive death of tort victim); IDAHO CODE § 5-327(2) (specifying limited damages available in survival actions).

Section 1292(b) provides that an order is appropriate for interlocutory appeal when it “[1] involves a controlling question of law [2] as to which there is a substantial ground for difference of opinion and [3] that an immediate appeal from the order may materially advance the ultimate termination of the litigation.” *Thomas v. Maximus, Inc.*, No. 3:21CV498 (DJN), 2022 WL 1482008, at *3 (E.D. Va. May 10, 2022) (quoting 28 U.S.C. § 1292(b)).

A. The Committee’s Appeal Presents Controlling Questions of Law

33. The Fourth Circuit has defined a controlling question of law to be one that presents a “narrow question of pure law whose resolution will be completely dispositive of the litigation, either as a legal or practical matter, whichever way it goes.” *Fannin v. CSX Transp., Inc.*, 873 F.2d 1438 (4th Cir. 1989) (per curiam) (unpublished table decision). More specifically, a question is one of law where it involves “an abstract legal issue that the . . . [higher court] can decide quickly and cleanly.” *Thomas*, 2022 WL 1482008, at *4 (quoting *United States ex rel. Michaels v. Agape Senior Cmty.*, 848 F.3d 330, 340 (4th Cir. 2017)). Often, “[a] question of law refers to ‘a question of the meaning of a statutory or constitutional provision, regulation, or common law doctrine’ as opposed to an issue of fact.” *Gaston v. Lexisnexis Risk Sols.*, No. 5:16-CV-9, 2017 WL 5340384, at *1 (W.D.N.C. Nov. 13, 2017) (quoting *Lynn v. Monarch Recovery Mgmt.*, 953 F. Supp. 2d 612, 623 (D. Md. 2013)).

34. In addition, “[a]n order involves a controlling question of law when . . . reversal of the bankruptcy court’s order would terminate the action[] or . . . materially affect the outcome of the litigation.” *Biltmore Invs., Ltd.*, 538 B.R. at 711 (citation omitted); *see also First Owners’*, 470 B.R. at 373 (citing *Klinghoffer v. S.N.C. Achille Lauro*, 921 F.2d 21, 24 (2d Cir. 1990)) (same); *Barcelona Cap., LLC v. Neno Cab Corp.*, 648 B.R. 578, 586 (E.D.N.Y. 2023) (quoting *2178 Atl. Realty LLC v. 2178 Atl. Ave. Hous. Dev. Fund Corp.*, No. 20-CV-1278 (RRM), 2021 WL 1209355, at *4 (E.D.N.Y. Mar. 30, 2021)) (same); *In re Wijewickrama*, No. 1:16-CV-00347-MR, 2018 WL

2212983, at *3 (W.D.N.C. Mar. 15, 2018) (applying the same analysis in finding that the first factor weighed in favor of leave to appeal, even though the case would not terminate).¹⁸

35. The Committee is presenting the two following issues for interlocutory review: (a) whether a court is barred from granting preliminary injunctive relief (in the form of “extending” the automatic stay or otherwise) when it cannot grant equivalent permanent injunctive relief; and (b) whether the proponent of a preliminary injunction or stay extension can meet the “likelihood of success” element of the traditional injunction standard when the debtor intends to liquidate in chapter 11 and not reorganize. Both issues are questions of law because each of them is “stated at a high enough level of abstraction to lift the question out of the details of the evidence or facts of a particular case and give it general relevance to other cases in the same area of law.” *McFarlin v. Conseco Servs., LLC*, 381 F.3d 1251, 1259 (11th Cir. 2004). This Court could resolve these questions “quickly and cleanly without having to study the record.” *Barcelona Cap., LLC*, 648 B.R. at 586 (citation omitted). And both questions are “controlling” because a ruling in the Committee’s favor on either issue would necessitate reversal of the Stay Order as to Liberty, which would leave asbestos claimants free to pursue direct actions against it.

B. The Committee Is Presenting Legal Questions as to Which There Are Substantial Grounds for Differences of Opinion

36. A “substantial ground [for difference of opinion] must arise out of a genuine doubt as to whether the . . . [bankruptcy] court applied the correct legal standard.” *Thomas*, 2022 WL 1482008, at *5. “[A] controlling question of law involves a ‘substantial ground for difference of

¹⁸ “Conversely, a question of law is not controlling if litigation will ‘necessarily continue regardless of how that question [is] decided.’” *David v. Alphin*, No. 3:07-CV-11-RJC-DLH, 2009 WL 3633889, at *3 (W.D.N.C. Oct. 30, 2009) (alteration in original) (citation omitted). The court in *Alphin* held that the issue of standing was a controlling question of law because its “resolution will be dispositive” of claims. *Id.*

opinion’ only when the law remains unclear in the controlling jurisdiction and other courts have issued conflicting decisions.” *COMM 2013 CCRE12 Crossing Mall Rd., LLC v. Tara Retail Grp., LLC*, No. 1:17CV67, 2017 WL 2837015, at *4 (N.D. W. Va. June 30, 2017) (citing *In re Health Diagnostic Lab’y., Inc.*, No. 15-32919-KRH, 2017 WL 2129849, at *4 (E.D. Va. May 16, 2017)). This prong is satisfied when “(1) there is conflicting authority on the issue, or (2) the issue is particularly difficult and of first impression for the . . . Circuit.” *Barcelona Cap., LLC*, 648 B.R. at 586 (quoting *Osuji v. U.S. Bank, N.A.*, 285 F. Supp. 3d 554, 558 (E.D.N.Y. 2018)). For the reasons explained below, there is substantial ground for differences of opinion as to both questions presented by the Committee.

1. *Whether a court is barred from granting preliminary injunctive relief (in the form of “extending” the automatic stay or otherwise) when it cannot grant equivalent permanent injunctive relief*

37. Except in cases where an asbestos-related channeling injunction is authorized under 11 U.S.C. § 524(g), no provision of the Bankruptcy Code authorizes courts to permanently stay or enjoin litigation against a nondebtor such as Liberty. *See Harrington v. Purdue Pharma L.P.*, 144 S. Ct. 2071, 2088 (2024); *see also* 11 U.S.C. § 524(e) (providing that a “discharge [in bankruptcy] of a debt of the debtor does not affect the liability of any other entity on, or the property of any other entity for, such debt”). The one exception already noted—§ 524(g)—does not apply here because the Debtor has proposed a chapter 11 plan in which it would liquidate and not reorganize. Section 524(g) authorizes a court, when certain requirements are met, to issue a permanent channeling injunction that can protect nondebtors from asbestos lawsuits only in connection with confirmation of “a plan of reorganization” and only to “supplement the injunctive effect of a [bankruptcy] discharge.” 11 U.S.C. § 524(g)(1)(A). Here, the Debtor has proposed a plan of *liquidation*, not one of reorganization. Moreover, in a liquidation, the Debtor is ineligible for a chapter 11 discharge. *See* 11 U.S.C. § 1141(d)(3). There will thus be no discharge of claims

against the Debtor that a 524(g) channeling injunction could “supplement.” Accordingly, as a nondebtor, Liberty is not—and could never be—entitled to a permanent stay of direct actions against it through the Debtor’s bankruptcy case. *See In re New Towne Dev., LLC*, 410 B.R. 225, 232 (Bankr. M.D. La. 2009) (“It would indeed be anomalous if the Bankruptcy Code prohibited a plan from discharging a liquidating . . . [corporate] debtor that will not remain in business postconfirmation, but allowed that plan effectively to discharge non-debtor third parties by means of releases and permanent injunctions.”).¹⁹

38. Because Liberty is ineligible for a permanent stay of asbestos direct actions, it follows that it is not entitled to a preliminary or temporary stay of such actions (whether in the form of an “extension” of the automatic stay or otherwise). *See De Beers*, 325 U.S. at 220 (holding a preliminary injunction may not be granted when such an injunction is not “of the same character as that which may be granted finally”). In *De Beers*, the Supreme Court found that a preliminary injunction that prevented a defendant from using his funds or property was overbroad and not authorized either by statute or equity. *Id.* at 222-23. Finding that such an injunction was not permitted on a permanent basis, the Supreme Court lifted the preliminary injunction. *Id.* at 216; *see also Grupo Mexicano de Desarrollo S.A. v. All. Bond Fund, Inc.*, 527 U.S. 308, 326 (1999) (stating that a “preliminary injunction is always appropriate to grant intermediate relief of the same character as that which may be granted finally” (quoting *De Beers*, 325 U.S. at 220)). In addition, at least one bankruptcy court has denied a preliminary injunction where the injunctive relief would

¹⁹ *See also In re Optical Techs., Inc.*, 216 B.R. 989, 994 (Bankr. M.D. Fla. 1997) (holding that “the issuance of a third-party injunction is inappropriate in the instant cases” where a chapter 11 plan “provides for the total liquidation of the debtor” because “[i]n a liquidation case, substantial assets cannot be contributed to the reorganization because the debtor is not reorganizing” and “a third-party injunction is not essential to the continued operation of the debtor because the purpose of such an injunction is to aid in the rehabilitation of an ongoing business”).

not have been allowed as a permanent injunction, relying on *DeBeers* and *Grupo Mexicano*. See *In re Teknek, LLC*, 343 B.R. 850, 868, 870-71 (Bankr. N.D. Ill. 2006) (citing *DeBeers*, 325 U.S. at 220; *Grupo Mexicano*, 527 U.S. at 326).

39. When the Committee cited the *De Beers* case at the hearing on the Stay Motion, the Bankruptcy Court responded that it thought *De Beers* was inapplicable or distinguishable. See Hr’g Tr. 133:2-24 (Phillips, J.). Another bankruptcy court in this Circuit has declined to invoke *De Beers* as a basis for denying a preliminary injunction of third-party litigation. See *In re Aldrich Pump LLC*, No. 20-30608 (JCW), 2021 WL 3729335, at *34, *38 (Bankr. W.D.N.C. Aug. 23, 2021). A substantial ground for a difference of opinion therefore exists: On the one hand, there is the *De Beers* case, which the Supreme Court decided outside the context of a chapter 11 bankruptcy, and the *Teknek* case, which applied *De Beers* in denying a preliminary injunction within bankruptcy. On the other hand, there are decisions rendered by the Bankruptcy Court below and the *Aldrich* court. Thus, as to this legal issue, the Committee has satisfied the second prong of the § 1292(b) standard.

2. *Whether the proponent of a preliminary injunction or stay extension can meet the “likelihood of success” element of the traditional injunction standard when the debtor intends to liquidate in chapter 11 and not reorganize*

40. Under the traditional injunction standard, a “plaintiff seeking a preliminary injunction must establish [1] that he is likely to succeed on the merits, [2] that he is likely to suffer irreparable harm in the absence of preliminary relief, [3] that the balance of equities tips in his favor, and [4] that an injunction is in the public interest.” *Winter v. Nat’l Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). In chapter 11 cases, courts have modified the first element of the traditional standard to require a showing of “[t]he debtor’s reasonable likelihood of a successful reorganization.” *In re Bestwall LLC*, 606 B.R. 243 (Bankr. W.D.N.C. 2019) (emphasis added),

aff'd, No. 3:20-CV-103-RJC, 2022 WL 67469 (W.D.N.C. Jan. 6, 2022), *aff'd*, 71 F.4th 168 (4th Cir. 2023). Because the Debtor intends to liquidate under chapter 11, it did not—and could not—show a reasonable likelihood of a successful reorganization. The Debtor thus failed to establish an essential element of the traditional injunction standard, which necessitates reversal of the Stay Order as to Liberty.

41. The critical distinction between reorganization and liquidation also applies to the “unusual circumstances” test for enjoining third-party lawsuits that the Fourth Circuit established in *A.H. Robins Co. v. Piccinin*, 788 F.2d 994 (4th Cir. 1986). “The overarching basis upon which courts have held that unusual circumstances justify expanding the automatic stay to non-debtor parties is to prevent an adverse impact on the debtor’s ability to formulate a Chapter 11 plan [of reorganization].” *In re Plan 4 Coll., Inc.*, No. 09-17952DK, 2009 WL 3208285, at *2 (Bankr. D. Md. Sept. 24, 2009) (footnote omitted) (concluding that, because “there is no corporate reorganization as this is a Chapter 7 liquidation,” the “Florida actions in no way can have a negative impact upon an attempt by the Debtor in this bankruptcy case to reorganize”).

42. Courts have found that “unusual circumstances” are not present where the debtor seeks not a reorganization but rather a liquidation. *See, e.g., Le Metier Beauty Inv. Partners LLC v. Metier Tribeca, LLC*, No. 13 CIV. 4650 JFK, 2014 WL 4783008, at *4 (S.D.N.Y. Sept. 25, 2014) (“[A]llowing Plaintiffs to continue their action against . . . [the nondebtor] cannot pose a serious threat to the Debtor’s reorganization efforts because there is no reorganization to threaten.”); *In re Pitts*, No. 808-74860-REG, 2009 WL 4807615, at *6 (Bankr. E.D.N.Y. Dec. 8, 2009) (noting that the *Piccinin* rule allowing extension of the automatic stay to a nondebtor does not apply because “there is no risk to any reorganization if the stay is not extended to the Corporate Defendants because the Debtor is liquidating”); *In re Env’t Manucraft Inc.*, 118 B.R. 404, 405-06

(Bankr. D.S.C. 1989) (finding there were no unusual circumstances to justify staying nondebtor actions when the plan was to liquidate and not reorganize). Ample authority thus supports the conclusion that no “unusual circumstances” are present because the Debtor is proposing to liquidate under chapter 11 and not reorganize, and therefore the Stay Order as to Liberty should be reversed.

43. Nevertheless, the district court in *In re Johns-Manville Corp.*, one of the first asbestos mass-tort bankruptcy cases, found that that bankruptcy courts have “ample power [under § 105] to enjoin actions excepted from the automatic stay which might interfere in the rehabilitative process *whether in a liquidation or in a reorganization case.*” *Piccinin*, 788 F.2d at 1003 (emphasis added) (quoting *Johns-Manville Corp.*, 26 B.R. 420, 425 (S.D.N.Y. 1983)). The Bankruptcy Court followed that precedent. Hr’g Tr. 168:2-10 (Phillips, J.).

44. Thus, a substantial ground for a difference of opinion exists as to the second question of law presented by the Committee.

C. Immediate Appeal May Materially Advance the Termination of the Litigation

45. “Generally, this requirement is met when resolution of a controlling legal question would serve to avoid a trial or otherwise substantially shorten the litigation.” *Martin v. Garrett*, No. 1:17-CV-350-MOC-WCM, 2020 WL 4700717, at *3 (W.D.N.C. Aug. 13, 2020) (quoting *Clark Constr. Grp., Inc. v. Allglass Sys., Inc.*, No. CIV.A. DKC 2002-1590, 2005 WL 736606, at *4 (D. Md. Mar. 30, 2005)). “The third prong, assessing whether an appeal would materially advance termination of the litigation, is satisfied where the appeal promises to advance the time for trial or to shorten the time required for trial.” *Barcelona Cap., LLC*, 648 B.R. at 587 (quoting *Osuji*, 285 F. Supp. 3d at 558). Here, the third prong of the 1292(b) standard is satisfied because rulings by this Court on the Committee’s questions of law may materially advance the termination of litigation over whether direct actions against Liberty may be stayed by the Bankruptcy Court.

Indeed, if this Court were to rule in the Committee's favor on either question, the stay of direct actions against Liberty would terminate, and asbestos victims would be free to pursue, resolve, and receive compensation from Liberty through their direct actions. In addition, the Debtor would remain free to pursue its intended liquidation in chapter 11.

46. For the reasons noted above, interlocutory review of the two questions of law presented by the Committee is permissible and appropriate.

CONCLUSION

For all the reasons set forth above, this Court should (1) determine that the Stay Order is final and appealable as of right, or alternatively, (2) determine that the Order is an immediately appealable order under the collateral order doctrine, or alternatively, (3) grant the Committee leave to pursue an interlocutory appeal from the Order on the two questions of law described above, and in all events (4) grant such other and further relief as this Court deems just and appropriate.

Respectfully submitted,

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

**AMENDED NOTICE OF APPEAL BY THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS**

The Official Committee of Unsecured Creditors (“**Committee**”) of Hopeman Brothers, Inc. (“**Debtor**”) hereby appeals, in accordance with 28 U.S.C. § 158(a) and Rule 8001, et seq., of the Federal Rules of Bankruptcy Procedure, from the *Second Interim Order Extending the Automatic Stay to Asbestos-Related Actions Against Non-Debtor Defendants* [ECF No. 245]

(“**Order**”), entered September 25, 2024, in the above-captioned bankruptcy case.¹ The Order granted the relief requested by the Debtor in 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], filed on June 30, 2024. On August 30, 2024, the Committee filed the *Limited Objection of the Official Committee of Unsecured Creditors to the Debtor’s Motion for Extension of the Automatic Stay to Enjoin Asbestos-Related Actions Against Non-Debtor Defendants* [ECF No. 141]. On September 9, 2024, the Debtor filed the *Omnibus Reply in Support of 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. 157].

The names of all parties to the Order, and the names, addresses, and telephone numbers of their respective attorneys, are as follows:

[The remainder of this page has been intentionally left blank]

¹ The Order is attached hereto as **Exhibit A**.

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Dated: October 9, 2024

Respectfully submitted,

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

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

**SECOND INTERIM ORDER EXTENDING THE AUTOMATIC STAY TO
ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS**

Upon the Motion of the above-captioned debtor (the “Debtor”) for Entry of an Interim and Final Order Extending the Automatic Stay to Stay Asbestos-Related Actions against Non-Debtor Defendants (the “Motion”)¹ [Docket No. 7]; 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 second interim order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the

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

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 the Court having entered a first interim order, on July 3, 2024 [Docket No. 35], approving the Motion on an interim basis; and the Court having held a second hearing to consider the relief requested in the Motion on September 10, 2024 (the “Hearing”); and upon the record herein; and after due deliberation thereon; and, for the reasons stated by the Court on the record at the Hearing, all objections to the relief sought in the Motion are overruled and the Court having determined there is good and sufficient cause for the relief granted in this Second Interim Order extending the stay to the Protected Parties, as set forth herein, for an additional six month period, under sections 105(a), 362(a)(1) and 362(a)(3) of the Bankruptcy Code, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted on a second interim basis, as set forth herein, for a period of six months (the “Stay Period”) from the date of the Hearing until March 10, 2025 (the “Stay Expiration Date”).
2. The Protected Parties are identified on **Exhibit 1** annexed hereto.
3. This Second Interim Order shall operate as a stay, applicable to all entities, of the commencement or continuation, including the issuance or employment of process, of any action against a Protected Party related to any asbestos-related claim against the Debtor, Wayne Manufacturing Company, Inc. (“Wayne”) and/or a current or former director or officer (“Debtor/Wayne Asbestos Claim”) of either during the Stay Period, including but not limited to the Direct Action Lawsuits identified on **Exhibit 2**.
4. All acts in violation of the stay are prohibited. This prohibition includes, without limitation: (a) the pursuit of discovery from the Protected Parties or their officers, directors,

employees or agents in any action stayed by this Second Interim Order, (b) the enforcement of any discovery order against the Protected Parties in any action stayed by this Second Interim Order; (c) further motions practice related to the foregoing; and (d) any collection activity on account of an asbestos-related claim involving the Debtor, Wayne and/or a Former D&O. For purposes of clarity, nothing in this paragraph 4 shall prohibit claimants from (i) continuing or commencing actions, including the Direct Action Lawsuits, against any defendant who is not a Protected Party and from pursuing discovery and motions practice in those non-stayed actions, as long as such discovery and motions practice is not undertaken in pursuit of asbestos-related claims against the Protected Parties; or (ii) continuing or commencing actions against any insurer listed on **Exhibit 1** hereto on account of any claim unrelated to a Debtor/Wayne Asbestos Claim, including from pursuing discovery or motions practice in such non-stayed actions .

5. Notwithstanding anything to the contrary in this Second Interim Order, any party asserting any asbestos-related claim related to or against the Debtor, Wayne and/or a current or former director or officer of either, including, without limitation, against any of the Protected Parties, may take reasonable steps during the Stay Period, without leave of the Court, to perpetuate the testimony of any person subject to this Second Interim Order who is not expected to survive the Stay Period or who otherwise is expected to be unable to provide testimony if it is not perpetuated during the Stay Period. If such a need arises, notice shall be provided to the Debtor, the Official Committee of Unsecured Creditors (“Committee”), and each of the other parties below that endorsed this Second Interim Order (collectively, the “Notice Parties”) by notifying counsel for each Notice Party of the need for perpetuation of such testimony. The Notice Parties shall have the right to object to the notice on any grounds they would have had if they were parties to the underlying proceeding and not subject to the terms of this Second Interim Order, and the Notice

Parties may raise any such objection with this Court. The use of such testimony in any appropriate jurisdiction shall be subject to the applicable procedural and evidentiary rules of such jurisdiction. All parties reserve and do not waive any and all objections with respect to such testimony.

6. To the extent the Debtor requests that the Court extend the relief granted in this Second Interim Order beyond the Stay Period, the Debtor must file a motion with this Court to be considered by the Court on or before the Stay Expiration Date or by such other date as the Court may order.

7. Entry of this Order is without prejudice to the rights of any party to oppose any extension of the Stay Period that the Debtor may seek or to seek to appeal the granting of any such extension without having appealed this Second Interim Order.

8. The requirement under Local Rule 9013-1(F) to file a memorandum of law in connection with the Motion is waived.

9. The Debtor is authorized to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Motion, including without limitation seeking additional relief from this Court to enforce the terms of this Second Interim Order.

10. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Sep 20 2024

Dated: _____, 2024
Richmond, Virginia

/s/ Keith L Phillips

UNITED STATES BANKRUPTCY JUDGE

Entered On Docket: Sep 25 2024

WE ASK FOR THIS:

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**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

Exhibit 1

Protected Parties

1. **Insurers Who Provide (or in the case of Liberty Mutual Insurance Company provided) Shared Insurance Coverage to the Debtor, Wayne and Former D&Os:**
 - a. Liberty Mutual Insurance Company
 - b. Century Indemnity Company (as successor to CCI Insurance Company, as successor to Insurance Company of North American)
 - c. Westchester Fire Insurance Company
 - d. Continental Casualty Company
 - e. Fidelity & Casualty Company
 - f. Lexington Insurance Company
 - g. Granite State Insurance Company
 - h. Insurance Company of the State of Pennsylvania
 - i. National Union Fire Insurance Company of Pittsburgh, PA
 - j. General Reinsurance Corporation
2. **Former D&Os of the Debtor and Wayne Who Are Also Covered Under the Debtor's Insurance Policies. The following Former D&Os are named in pending Direct Action Lawsuits with the Debtor and Wayne and, with the exception of Bertram C. Hopeman, are each deceased:**
 - a. Albert Arendt Hopeman, Jr. (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))
 - b. Bertram C. Hopeman (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))
 - c. Charles Johnson (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))
 - d. Kenneth Wood (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))

3. Current D&Os of the Debtor Who Have the Same Indemnification Rights as Former D&Os:

- a. Christopher Lascell
- b. Daniel Lascell
- c. Carrie Lascell Brown

Exhibit 2

Direct Action Lawsuits

Exhibit 2

Case Name	Case Number	Court	Claimant	Claimant's Counsel	Counsel to Avondale (Huntington)
1 Allo, III v. Huntington Ingalls, Inc., et. al.	2:23-cv-06006	USDC Eastern District of Louisiana	Charles Allo, III	David Melancon Irwin Fritchie Urquhart & Moore, LLC 400 Poydras St., Suite 2700 New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
2 Becker v. Huntington Ingalls Incorporated, et. al.	2:23-cv-06900	USDC Eastern District of Louisiana	Patricia Becker	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
3 Becnel v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-01124	USDC Eastern District of Louisiana	Darwin Kraemer, Rosanne Pierron, Cheryl Becnel and Wendy Vonlienen	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 2

4	Bourgeois v. Pennsylvania General Insurance Co., et. al.	2:24-cv-00337	USDC Eastern District of Louisiana	David and Emelda Bourgeois	Erin Bruce Saucier Didriksen, Saucier and Woods, PLC 3114 Canal Street New Orleans, LA 70119	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
5	Boutte, Sr. v. Huntington Ingalls Incorporated, et. al.	2:22-cv-03321	USDC Eastern District of Louisiana	Shelton A. Boutte, Sr. and Arlene Boutte	Madeline M. Dixon The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
6	Bracy v. ABB, Inc., et. al.	2:23-cv-06937	USDC Eastern District of Louisiana	Horace L. Bracy	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
7	Brignac v. Anco Insulations, Inc., et. al.	2:23-cv-03124	USDC Eastern District of Louisiana	Percy Brignac	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
8	Chalker v. Taylor-Seidenbach, Inc., et. al.	2023-13770	Civil District Court for the Parish of Orleans, State of Louisiana	Pamela Chalker	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	N/A

Exhibit 2

9	Constanza et al. v. Huntington Ingalls Inc.	2:24-cv-00871	USDC Eastern District of Louisiana	Erica Dandry Constanza	Roussel & Clement 1714 Cannes Drive La Place, LA 70068	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
10	Daigle, III v. Anco Insolutions, Inc., et. al.	2:23-cv-01414	USDC Eastern District of Louisiana	Dennis Daigle, III, Kim Lombas, Michelle Trouillet, Eric Daigle, and Patrick Daigle	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
11	Ditcharo v. Union Pacific Railroad Company, et. al.	2022-10935	Civil District Court for the Parish of Orleans, State of Louisiana	Anthony J. Ditcharo	Jeremiah Boling Caroline Boling Benjamin Rumph LaCrisha McAllister Boling Law Firm, LLC 541 Julia Street, Suite 300 New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
12	Duran, Jr. v. Taylor-Seidenbach, Inc., et. al.	2023-13741	Civil District Court for the Parish of Orleans, State of Louisiana	Gilbert Duran, Jr.	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 2

13	Evans v. Taylor-Seidenbach, Inc., et. al.	2:23-cv-04241	USDC Eastern District of Louisiana	Manvin Evans	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002 N/A
14	Gistarve, Sr. v. Huntington Ingalls Industries, et. al.	2016-05797	Civil District Court for the Parish of Orleans, State of Louisiana	Joseph Gistarve, Sr.	Ron A. Austin Austin & Associates, L.L.C. 400 Manhattan Boulevard Harvey, LA 70058	N/A
15	Gomez v. Lamons Gasket Company, et. al.	2:23-cv-02850	USDC Eastern District of Louisiana	David Gomez	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
16	Hoffman, Jr. v. Huntington Ingalls Inc., et. al.	2022-07111	Civil District Court for the Parish of Orleans, State of Louisiana	Donald M. Hoffman, Jr., Charles S. Some, and Kathleen Whited	Stephen J. Austin Stephen J. Austin, LLC 1 Galleria Boulevard, Suite 1900 Metairie, LA 70001	N/A
17	Lagrange v. Eagle, Inc., et. al.	2:23-cv-00628	USDC Eastern District of Louisiana	Irma Lee Lagrange	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 2

18	Leboeuf, Jr. et al v. Huntington Ingalls Inc.	2024-04032	Civil District Court for the Parish of Orleans, State of Louisiana	Nolan J. Leboeuf, Jr.	Landry & Swarr 1100 Poydras St. Energy Centre – Suite 2000 New Orleans, LA 70163 -and- The Cheek Law Firm 650 Poydras Street, Ste 2310 New Orleans, LA 70130	N/A
19	Lewis v. Tayler-Seidenbach, Inc., et. al.	2:23-cv-06764	USDC Eastern District of Louisiana	Brouney Lewis and Monica Kelly-Lewis	Kevin B. Milano Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
20	Marcella, et. al. v. Huntington Ingalls, Incorporated et. al.	2:24-cv-00780	USDC Eastern District of Louisiana	Norma Marcella, Scott Marcella, Troy Marcella, and Toni Herbert, Individually and as Statutory Heirs of Decedent Ronald Marcella	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
21	McElwee v. Anco Insulations, Inc. et. al.	2:23-cv-03137	USDC Eastern District of Louisiana	Robert J. McElwee	Frank J. Swarr Mickey P. Landry Matthew Clark Landry & Swarr, LLC 1100 Poydras Street, Suite 2000 New Orleans, LA 70163 -and- Jeffery A. O'Connell The Nemeroff Law Firm Douglas Plaza 8226 Douglas Avenue, Suite 740 Dallas, Texas 75225	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 2

22	McIntyre v. Huntington Ingalls Incorporated, et. al.	2:23-cv-05048	USDC Eastern District of Louisiana	William McIntyre	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
23	Plaisance, Sr. v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-05426	USDC Eastern District of Louisiana	Corbet J. Plaisance, Sr.	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
24	Prude v. Fidelity and Casualty Insurance Company of New York, et. al.	2:23-cv-07197	USDC Eastern District of Louisiana	William "Buddy" Prude	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809 -and- Scott M. Galante Stephanie M. Hartman The Galante Litigation Group, LLC 816 Cadiz Street New Orleans, LA 70115	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
25	Ragusa, Jr., v. Louisiana Insurance Guaranty Association, et. al.	2:21-cv-01971	USDC Eastern District of Louisiana	Frank P. Ragusa, Jr.	Gerolyn P. Roussel Perry J. Roussel, Jr. Jonathan B. Clement Lauren R. Clement Benjamin P. Dinehart Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002

Exhibit 2

<p>26</p> <p>Rivet v. Huntington Ingalls Incorporated, et. al.</p>	<p>2:22-cv-02584</p>	<p>USDC Eastern District of Louisiana</p>	<p>Tommy Rivet</p>	<p>Gerolyn P. Roussel Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471</p>	<p>Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130</p>
<p>27</p> <p>Robinson v. Anco Insulations, Inc., et. al.</p>	<p>2020-04867</p>	<p>Civil District Court for the Parish of Orleans, State of Louisiana</p>	<p>Melvin L. Robinson</p>	<p>Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809</p>	<p>N/A</p>
<p>28</p> <p>Rogers v. Taylor-Seidenbach, Inc., et. al.</p>	<p>2:24-cv-01268</p>	<p>USDC Eastern District of Louisiana</p>	<p>John Rogers</p>	<p>Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130</p>	<p>Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002</p>
<p>29</p> <p>Rudolph, et. al. v. Huntington Ingalls, Inc., et. al.</p>	<p>2019-04164</p>	<p>Civil District Court for the Parish of Orleans, State of Louisiana</p>	<p>Renee LaNasa Rudolph, Michael Anthony LaNasa, and Giles Paul LaNasa; on behalf of Wallace LaNasa, Jr.</p>	<p>Lewis O. Unglesby, Esq. Lance C. Unglesby, Esq. Jordan L. Bollinger, Esq. UNGLESBY LAW FIRM 246 Napoleon St. Baton Rouge, LA 70802</p> <p>Timothy J. Falcon, Esq. FALCON LAW FIRM 5044 Lapalco Blvd. Marrero, LA 70072</p> <p>J. Patrick Connick, Esq. 5201 Westbank Expressway, Ste. 100 Marrero, LA 70072</p> <p>Wells T. Watson, Esq. Jeffrey T. Gaughan, Esq. B AGGETT, MCCALL, BURGESS, WATSON & GAUGHAN 3006 Country Club Rd. Lake Charles, LA 70605</p>	<p>Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002</p>

Exhibit 2

30	Sandifer v. Anco Insulations, Inc., et. al.	2023-10585	Civil District Court for the Parish of Orleans, State of Louisiana	Booker Sandifer	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002 N/A
31	Sewire v. Anco Insulations, Inc., et. al.	2022-00676	Civil District Court for the Parish of Orleans, State of Louisiana	Patrick Sewire	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	N/A
32	Simoneaux v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-04263	USDC Eastern District of Louisiana	Michael Simoneaux	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
33	Thibodeaux et al v. General Electric Company, et al	2:24-cv-01111	USDC Eastern District of Louisiana	Reed Thibodeaux and Cynthia Thibodeaux	Ivan David Cason, Jr. Gori Law Firm 3647 McDonald Ave St. Louis, MO 63116 450 Laurel Street, Suite 1150 Baton Rouge, LA 70801	Timothy Farrow Daniels Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130 N/A
34	Thomas v. American Automobile Insurance Company, et. al.	2022-00352	Civil District Court for the Parish of Orleans, State of Louisiana	Lisha Thomas, Samantha Thomas, and Shaundreika Shorty; wrongful death beneficiaries of Sam Thomas (aka Sam Carter Thomas)	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130 -and- Lindsey A. Cheek The Cheek Law Firm, LLC 650 Poydras Street, Suite 2310 New Orleans, LA 70130 -and- Spencer R. Doody Scott R. Bickford Larry J. Centola, III Martzell, Bickford & Centola 338 Lafayette Street New Orleans, LA 70130	N/A

Exhibit 2

35	Wilson v. Eagle, Inc., et al.	2024-03205	Civil District Court for the Parish of Orleans, State of Louisiana	Kenneth Wilson	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	N/A
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In re: Hopeman Brothers, Inc.

Case No. 24-32428-KLP

Adv. Proceeding No. _____

Debtor(s)

TRANSMITTAL OF NOTICE OF APPEAL AND, IF APPLICABLE, MOTION FOR LEAVE TO APPEAL TO DISTRICT COURT

Pursuant to 28 U.S.C. §158, Notice of Appeal was filed herein on October 9, 2024.

[Check Box if Applicable] The Appellant(s) also filed a Motion for Leave to Appeal with the Notice of Appeal.

The parties included in the Appeal to the District Court:

APPELLANT(S): Official Committee of Unsecured Creditors

ATTORNEY: Jeffrey A. Liesemer, Caplin & Drysdale,
1200 New Hampshire Avenue NW, 8th Floor
Washington, DC 20036, (202) 862-5000

APPELLEE(S): See Attached List

ATTORNEY: See Attached List

Brief Description of Judgment/Order Appealed: Doc. #245-Second Interim Order Extending The Automatic Stay To
Asbestos-Related Actions Against Non-Debtor Defendants

Date Judgment/Order Entered: September 25, 2024

- 1. Filing Fees: A. Notice of Appeal – Filing Fee \$5.00 (✓) Paid () Not Paid
- B. Appeal Docket Fee - \$293.00 (✓) Paid () Not Paid () Deferred. See Attached Request
- 2. (✓) Notice of Appeal
- 3. (✓) Motion for Leave to Appeal (if any)

WILLIAM C. REDDEN, Clerk of Court
By /S/ Renier Jessel, Deputy Clerk

Date transmitted: October 10, 2024

Telephone No. (703) 258-1219

U.S. DISTRICT COURT CASE NUMBER: _____

DATE: _____ BY: _____

PLEASE RETURN COPY UPON COMPLETION

Party	Name and Address of Counsel
Hopeman Brothers, Inc.	<p>HUNTON ANDREWS KURTH LLP Tyler P. Brown (VSB No. 28072) Henry P. (Toby) Long, III (VSB No. 75134) Riverfront Plaza, East Tower 951 East Byrd Street Richmond, Virginia 23219 Telephone: (804) 788-8200 tpbrown@HuntonAK.com hlong@HuntonAK.com</p> <p>Joseph P. Rovira (admitted <i>pro hac vice</i>) Catherine A. Rankin (admitted <i>pro hac vice</i>) 600 Travis Street, Suite 4200 Houston, TX 77002 Telephone: (713) 220-4200 josephrovira@HuntonAK.com crankin@HuntonAK.com</p>
Janet Rivet, Kayla Rivet, Maxine Becky Polkey Ragusa, Valeria Anne Ragusa Primeaux, Stephanie Jean Ragusa Connors, Erica Dandry Constanza, and Monica Dandry Hallner	<p>HIRSCHLER FLEISCHER, P.C. Robert S. Westerman (VSB No. 43294) Kollin G. Bender (VSB No. 98912) The Edgeworth Building 2100 East Cary Street P.O. Box 500 Richmond, Virginia 23223 Telephone: (804) 771-9500 rwestermann@hirschlerlaw.com kbender@hirschlerlaw.com</p> <p>ROUSSEL & CLEMENT Gerolyn P. Roussel (admitted <i>pro hac vice</i>) Jonathan B. Clement (admitted <i>pro hac vice</i>) Benjamin P. Dinehart (admitted <i>pro hac vice</i>) 1550 West Causeway Approach Mandeville, Louisiana 70471 Telephone: (985) 778-2733 rcfirm@rouseelandclement.com</p>
Huntington Ingalls Industries, Inc.	<p>McGUIREWOODS LLP Dion W. Hayes (VSB No. 34304) Sarah B. Boehm (VSB No. 45201) K. Elizabeth Sieg (VSB No. 77314) Connor W. Symons (VSB No. 98418) Gateway Plaza</p>

Party	Name and Address of Counsel
	800 East Canal Street Richmond, Virginia 23219 Telephone: (804)775-1000 dhayes@mcguirewoods.com sboehm@mcguirewoods.com csymons@mcguirewoods.com
Boling Law Firm and the Law Office of Philip C. Hoffman	<p>SPOTTS FAIN PC Robert H. Chappell, III (VSB No. 31698) Jennifer J. West (VSB No. 47522) Christopher A. Hurley (VSB No. 93575) 411 East Franklin Street, Suite 600 Richmond, Virginia 23219 Telephone: (804) 697-2000 rchappell@spottsfain.com jwest@spottsfain.com churley@spottsfain.com</p> <p>JONES WALKER LLP Mark Alan Mintz (admitted <i>pro hac vice</i>) 201 St. Charles Ave., Suite 5100 New Orleans, Louisiana 70170 Telephone: (504) 582-8000 mmintz@joneswalker.com</p>
Liberty Mutual Insurance Company	<p>KAUFMAN & CANOLES, P.C. Douglas M. Foley (VSB No. 34364) Two James Center 1021 E. Cary St., Suite 1400 Richmond, VA 23219 Telephone: (804) 771-5746 dmfoley@kaufcan.com</p> <p>CHOATE, HALL & STEWART LLP Douglas R. Gooding (admitted <i>pro hac vice</i>) Jonathan D. Marshall (admitted <i>pro hac vice</i>) Kevin J. Finnerty (admitted <i>pro hac vice</i>) Two International Place Boston, Massachusetts 02110 Telephone: (617) 248-5000 dgooding@choate.com jmarshall@choate.com kfinnerty@choate.com</p>

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re:

HOPEMAN BROTHERS, INC.,
Debtor.

Chapter 11

Case No. 24-32428 (KLP)

OFFICIAL COMMITTEE OF UNSECURED
CREDITORS,

Appellant,

Civil Action No. 3:24-cv-00717 (DJN)

v.

HOPEMAN BROTHERS, INC.,
Appellee.

**THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS’
STATEMENT OF ISSUES ON APPEAL AND DESIGNATION OF THE RECORD**

Appellant, the Official Committee of Unsecured Creditors (“**Committee**”) of Hopeman Brothers, Inc. (“**Debtor**”), by and through its undersigned counsel, hereby submits its statement of issues to be presented on appeal and its designation of the items to be included in the record on appeal, each in accordance with Rule 8009 of the Federal Rules of Bankruptcy Procedure and Rule 8009-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Eastern District of Virginia.

I. Statement of the Issues to Be Presented on Appeal

The Committee designates the following issues to be presented on appeal:

(a) Whether a court is barred from granting preliminary injunctive relief (in the form of “extending” the automatic stay or otherwise) when it cannot grant equivalent permanent injunctive relief.

(b) Whether the proponent of a preliminary injunction or stay extension can meet the “likelihood of success” element of the traditional injunction standard when the debtor intends to liquidate in chapter 11 and not reorganize.

(c) Whether the Bankruptcy Court erred in concluding that an allegedly potential indemnification claim by Liberty Mutual Insurance Company (“**Liberty**”) against the Debtor allegedly arising from one or more prepetition agreements between Liberty and the Debtor would be a “post-petition claim” and “potentially an administrative claim.” *See* Hr’g Tr. 167:13-14, Sept. 10, 2024.

(d) Whether the Bankruptcy Court erred in granting preliminary injunctive relief (in the form of “extending” the automatic stay or otherwise) because of insufficient evidence of an allegedly potential indemnification claim by Liberty against the Debtor where (1) the Debtor’s witness only testified that “if Liberty gets sued, I believe they’ll make an indemnity claim back to Hopeman,” *id.* at 103:21-22, and took no position on whether Liberty’s potential indemnification claim would be “a good claim, a valid claim, [or] whether it’ll stand up[,]” *id.* at 109:12-13; (2) the one or more prepetition agreements allegedly giving rise to such indemnification claim were not offered into evidence; and (3) no alleged or contingent indemnification claim of Liberty was listed in the Debtor’s schedules of assets and liabilities and statements of financial affairs, which were each signed by the Debtor’s representative under penalty of perjury.

II. Designation of the Record on Appeal

The Committee hereby designates the following items to be included in the record on appeal:

Docket No. (If Applicable)	Date	Description
1	6/30/2024	Chapter 11 Voluntary Petition
7	6/30/2024	Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay

Docket No. (If Applicable)	Date	Description
		Asbestos-Related Actions Against Non-Debtor Defendants
8	6/30/2024	Declaration of Christopher Lascell in Support of Chapter 11 Petition and First Day Pleadings of Hopeman Brothers, Inc.
35	7/3/2024	Interim Order Extending the Automatic Stay to Asbestos-Related Actions Against Non-Debtor Defendants
55	7/12/2024	Transcript filed Re: Hearing Held 7/2/2024
59	7/15/2024	Debtor's Schedules of Assets and Liabilities
60	7/15/2024	Debtor's Statement of Financial Affairs
69	7/22/2024	Appointment of Unsecured Creditors Committee
86 through 86-51	7/30/2024	Opposition and Objection to Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants
135 through 135-1	8/30/2024	Huntington Ingalls Industries, Inc.'s Preliminary Objection and Reservation of Rights Regarding Motion of Debtor for Entry of Interim and Final Orders Extending Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants
138	8/30/2024	Opposition and Objection to Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants
141	8/30/2024	Limited Objection of the Official Committee of Unsecured Creditors to the Debtor's Motion for Extension of the Automatic Stay to Enjoin Asbestos-Related Actions Against Non-Debtor Defendants
157	9/9/2024	Omnibus Reply in Support of Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants
158	9/9/2024	Debtor's Witness and Exhibit List for September 10, 2024 Hearing at 10:00 a.m. (Prevailing Eastern Time)
159 through 159-4	9/9/2024	Liberty Mutual Insurance Company's Assented-To Emergency Motion for Entry of a Protective Order
160 through 160-1	9/9/2024	Liberty's Motion for Expedited Hearing Concerning Liberty's Emergency Motion for Entry of Protective Order
166	9/9/2024	Order Granting Expedited Hearing
168 through 168-4	9/9/2024	Liberty Mutual Insurance Company's Assented-To Emergency Motion for Entry of a Protective Order [Corrected]

Docket No. (If Applicable)	Date	Description
N/A	9/10/2024	Debtor’s Ex. 9 – Hopeman Insurance Coverage Map [Bates Nos. HBI004063-HBI004065]
N/A	9/10/2024	Debtor’s Ex. 10 – Hopeman – Louisiana Indemnity and Defense Spend During 2019-2023 [Bates Nos. HBI004294-HBI004295]
206	9/13/2024	Confidentiality Agreement and Protective Order
228	9/18/2024	Transcript filed Re: Hearing Held 9/10/2024 ¹
245	9/25/2024	Second Interim Order Extending the Automatic Stay to Asbestos-Related Actions Against Non-Debtor Defendants
252	9/26/2024	Notice of Intent to Request Transcript Redaction
279	10/9/2024	Transcript Redaction Request
280	10/9/2024	Notice of Appeal by the Official Committee of Unsecured Creditors
281	10/9/2024	U.S. Treasury receipt of Notice of Appeal
282	10/9/2024	Motion of the Official Committee of Unsecured Creditors for Leave to Appeal from Second Interim Order Extending the Automatic Stay
283	10/9/2024	Memorandum of Points and Authorities in Support of Motion of the Official Committee of Unsecured Creditors for Leave to Appeal from Second Interim Order Extending the Automatic Stay
286	10/9/2024	Amended Notice of Appeal by the Official Committee of Unsecured Creditors
288	10/10/2024	Transmittal of Notice of Appeal and, if Applicable, Motion for Leave to Appeal to District Court
291	10/14/2024	Redacted Transcript filed Re: Hearing Held 9/10/2024
293	10/14/2024	Redacted Transcript filed Re: Hearing Held 9/10/2024

[Signature of counsel on following page]

¹ The Committee attached the partially redacted transcript for the September 10, 2024 hearing before the Bankruptcy Court as Exhibit B to its Motion of the Official Committee of Unsecured Creditors for Leave to Appeal from Second Interim Order Extending the Automatic Stay. The Committee reserves the right to file a motion in the District Court under Rule 8009(f) of the Federal Rules of Bankruptcy Procedure should the District Court require the unredacted transcript to be transmitted to the District Court under seal.

Dated: October 23, 2024

Respectfully submitted,

CAPLIN & DRYSDALE, CHARTERED

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Counsel for the Debtor-Appellee

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

**DESIGNATION OF APPELLEE HOPEMAN BROTHERS, INC. OF ADDITIONAL
ITEMS TO BE INCLUDED IN THE RECORD ON APPEAL**

Pursuant to Federal Rule of Bankruptcy Procedure 8009(a)(2), Appellee Hopeman Brothers, Inc., the Debtor in this Chapter 11 case, designates the following additional items to be included in the record on appeal with respect to the appeal of the Official Committee of Unsecured Creditors pending before the United States District Court for the Eastern District of Virginia, in Civil Action No.: 3:24-cv-00717 (DJN):

Docket No. (if applicable)	Date Entered¹	Description
157 (Exhibit B-1 to Reply in Support of Motion to Stay)	9/10/2024	Debtor's Hearing Exhibit 3- Sample Hoffman Claimants Complaint [Bates Nos. HBI000112-HBI000130]
157 (Exhibit B-2 to Reply in Support	9/10/2024	Debtor's Hearing Exhibit 4 - Sample Roussel Claimants Complaint [Bates Nos. HBI000453-HBI000511] and related Third Party Complaint of HII in same case

¹ The "Date Entered" is the date of the hearing before the Bankruptcy Court where the applicable items were entered into evidence.

Docket No. (if applicable)	Date Entered ¹	Description
of Motion to Stay)		
157 (Exhibit B-3 to Reply in Support of Motion to Stay)	9/10/2024	Debtor's Hearing Exhibit 5 – Sample Hoffman Claimants Complaint [Bates Nos. HBI000532-HBI000553]
157 (Exhibit C to Reply in Support of Motion to Stay)	9/10/2024	Debtor's Hearing Exhibit 6 – By-Laws [Bates Nos. HBI004027-HBI004038]
157 (Exhibit D to Reply in Support of Motion to Stay)	9/10/2024	Debtor's Hearing Exhibit 7 – Sample Shared Insurance Policy [HBI002016-HBI002054]
35 (Exhibit 1 to <i>Interim Order Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants</i> [Docket No. 35])	9/10/2024	Debtor's Hearing Exhibit 8 –List of Direct Action Lawsuits

Dated: November 6, 2024
Richmond, Virginia

/s/ Tyler P. Brown

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Proposed 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. :
:
:
:

**INTERIM ORDER EXTENDING THE AUTOMATIC STAY TO
ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS**

Upon the motion (the “Motion”)¹ of the above-captioned debtor in the above-captioned chapter 11 case (the “Debtor”) for entry of an interim order (this “Interim Order”) staying parties from prosecuting pending asbestos-related actions against insurers (collectively, the “Insurers”) on behalf of the Debtor’s now-dissolved former subsidiary, Wayne Manufacturing Corporation (“Wayne”), and former officers and directors of the Debtor and Wayne (collectively, “Former D&Os”; together with the Insurers, the “Protected Parties”), including, without limitation, the thirty-five (35) lawsuits listed on **Exhibit 1** to this Interim Order (collectively, the “Direction Action Lawsuits”) as to any of the Protected Parties, and from commencing new actions or

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

proceedings against the Protected Parties; 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 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 the relief sought in the Motion is in the best interests of the Debtor, its estate and parties in interest; and the Court having found that commencement or continuation of actions against the Protected Parties based on asbestos-related claims against the Debtor, Wayne and Former D&Os are actions that are “against the debtor” or that seek to “recover a claim against the debtor” within the meaning of section 362(a)(1) of the Bankruptcy Code; and the Court having found that commencement or continuation of actions against the Protected Parties could reduce the Debtor’s insurance policies and diminish property of the estate under section 362(a)(3); and the Court having determined there is good and sufficient cause for the relief granted in this order, under those sections and under section 105(a), it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted on an interim basis.
2. The commencement or continued prosecution of an action against a Protected Party related to any asbestos-related claim against the Debtor, Wayne and/or a Former D&O while this chapter 11 case remains pending, including the Direct Action Lawsuits, would violate the

automatic stay imposed by sections 362(a)(1) and 362(a)(3) of the Bankruptcy Code and therefore are prohibited.

3. In addition, all parties are prohibited, pursuant to section 362 of the Bankruptcy Code, from commencing or continuing to prosecute any asbestos-related claim related to the Debtor, Wayne and/or a Former D&O against any of the Protected Parties while this chapter 11 case remains pending. This prohibition includes, without limitation: (a) the pursuit of discovery from the Protected Parties or their officers, directors, employees or agents, (b) the enforcement of any discovery order against the Protected Parties; (c) further motions practice related to the foregoing; and (d) any collection activity on account of an asbestos-related claim involving the Debtor, Wayne and/or a Former D&O.

4. Within three business days after entry of this Interim Order, the Debtor shall serve a copy of this Interim Order and the Motion on (a) the Office of the United States Trustee for the Eastern District of Virginia; (b) the 20 law firms with the largest number of asbestos personal injury claims currently pending against the Debtor; (c) the 20 law firms that represent clients with, collectively, the largest unpaid settlement amounts; (d) counsel to the Chubb Settling Insurers; and (e) counsel to the claimants in the Direct Action Lawsuits.

5. Any objection to the relief requested in the Motion on a permanent basis must, by 4:00 p.m. (prevailing Eastern Time) on July 30, 2024 (the “Objection Deadline”), be: (a) filed with the Court and (b) actually received by (i) the U.S. Trustee, the Office of the United States Trustee for the Eastern District of Virginia, 701 East Broad Street, Suite 4304, Richmond, VA 23219, Attn: Kathryn R. Montgomery, email: kathryn.montgomery@usdoj.gov, (ii) proposed counsel to the Debtor, Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219, Attn: Tyler P. Brown and Henry P. (Toby) Long, III, email:

tpbrown@huntonAK.com and hlong@huntonAK.com; (iii) proposed counsel to the Debtor, Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas, Attn: Joseph P. Rovira and Catherine A. Rankin, email: josephrovira@huntonAK.com and crankin@huntonAK.com; and (iv) the attorneys for any official committee of unsecured creditors, if then appointed in this case, on or before the Objection Deadline.

6. A reply to an Objection may be filed with the Court and served on or before 12:00 p.m. (prevailing Eastern Time) on the day that is at least one business day before the hearing date set forth below.

7. If a timely objection is received there shall be a hearing held on August 6, 2024, at 10:00 a.m. (prevailing Eastern Time) to consider such timely objection to the Motion.

8. If no Objections are timely filed and served as set forth herein, the Debtor shall, on or after the Objection Deadline, submit to the Court a final order substantially in the form of this Interim Order, which order shall be submitted and may be entered with no further notice or opportunity to be heard afforded any party, and the Motion shall be approved, on a final basis, retroactive to the date of the commencement of this chapter 11 case.

9. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

10. The requirement under Local Rule 9013-1(F) to file a memorandum of law in connection with the Motion is waived.

11. The Debtor is authorized to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Motion.

12. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Jul 3 2024

Dated: _____, 2024
Richmond, Virginia

/s/ Keith L Phillips
UNITED STATES BANKRUPTCY JUDGE

Entered On Docket: Jul 3 2024

WE ASK FOR THIS:

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Proposed Counsel for the Debtor and Debtor in Possession

SEEN AND NO OBJECTION:

/s/ Kathryn Montgomery
Kathryn Montgomery
Office of The United States Trustee
701 East Broad Street
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kathryn.montgomery@usdoj.gov

United States Trustee

**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

EXHIBIT 1

Exhibit 1

Case Name	Case Number	Court	Claimant	Claimant's Counsel	Counsel to Avondale (Huntington)
1 Allo, III v. Huntington Ingalls, inc., et. al.	2:23-cv-06006	USDC Eastern District of Louisiana	Charles Allo, III	David Melancon Irwin Fritchie Urquhart & Moore, LLC 400 Poydras St., Suite 2700 New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
2 Becker v. Huntington Ingalls Incorporated, et. al.	2:23-cv-06900	USDC Eastern District of Louisiana	Patricia Becker	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
3 Becnel v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-01124	USDC Eastern District of Louisiana	Darwin Kraemer, Rosanne Pierron, Cheryl Becnel and Wendy Vonlienen	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 1

4	Bourgeois v. Pennsylvania General Insurance Co., et. al.	2:24-cv-00337	USDC Eastern District of Louisiana	David and Emelda Bourgeois	Erin Bruce Saucier Didriksen, Saucier and Woods, PLC 3114 Canal Street New Orleans, LA 70119	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
5	Boutte, Sr. v. Huntington Ingalls Incorporated, et. al.	2:22-cv-03321	USDC Eastern District of Louisiana	Shelton A. Boutte, Sr. and Arlene Boutte	Madeline M. Dixon The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
6	Bracy v. ABB, Inc., et. al.	2:23-cv-06937	USDC Eastern District of Louisiana	Horace L. Bracy	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
7	Brignac v. Anco Insulations, Inc., et. al.	2:23-cv-03124	USDC Eastern District of Louisiana	Percy Brignac	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
8	Chalker v. Taylor-Seidenbach, Inc., et. al.	2023-13770	Civil District Court for the Parish of Orleans, State of Louisiana	Pamela Chalker	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	N/A

Exhibit 1

9	Constanza et al v. Huntington Ingalls Inc.	2:24-cv-00871	USDC Eastern District of Louisiana	Erica Dandry Constanza	Roussel & Clement 1714 Cannes Drive La Place, LA 70068	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
10	Daigle, III v. Anco Insolutions, Inc., et. al.	2:23-cv-01414	USDC Eastern District of Louisiana	Dennis Daigle, III, Kim Lombas, Michelle Trouillet, Eric Daigle, and Patrick Daigle	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
11	Ditcharo v. Union Pacific Railroad Company, et. al.	2022-10935	Civil District Court for the Parish of Orleans, State of Louisiana	Anthony J. Ditcharo	Jeremiah Boling Caroline Boling Benjamin Rumph LaCrissha McAllister Boling Law Firm, LLC 541 Julia Street, Suite 300 New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
12	Duran, Jr. v. Taylor-Seidenbach, Inc., et. al.	2023-13741	Civil District Court for the Parish of Orleans, State of Louisiana	Gilbert Duran, Jr.	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 1

13	Evans v. Taylor-Seidenbach, Inc., et. al.	2:23-cv-04241	USDC Eastern District of Louisiana	Marvin Evans	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002 N/A
14	Gistarve, Sr. v. Huntington Ingalls Industries, et. al.	2016-05797	Civil District Court for the Parish of Orleans, State of Louisiana	Joseph Gistarve, Sr.	Ron A. Austin Austin & Associates, L.L.C. 400 Manhattan Boulevard Harvey, LA 70058	N/A
15	Gomez v. Lamons Gasket Company, et. al.	2:23-cv-02850	USDC Eastern District of Louisiana	David Gomez	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
16	Hoffman, Jr. v. Huntington Ingalls Inc., et. al.	2022-07111	Civil District Court for the Parish of Orleans, State of Louisiana	Donald M. Hoffman, Jr., Charles S. Somes, and Kathleen Whited	Stephen J. Austin Stephen J. Austin, LLC 1 Galleria Boulevard, Suite 1900 Metairie, LA 70001	N/A
17	Lagrange v. Eagle, Inc., et. al.	2:23-cv-00628	USDC Eastern District of Louisiana	Irma Lee Lagrange	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 1

18	Leboeuf, Jr. et al v. Huntington Ingalls Inc.	2024-04032	Civil District Court for the Parish of Orleans, State of Louisiana	Nolan J. Leboeuf, Jr.	Landry & Swarr 1100 Poydras St. Energy Centre – Suite 2000 New Orleans, LA 70163 -and- The Cheek Law Firm 650 Poydras Street, Ste 2310 New Orleans, LA 70130	N/A
19	Lewis v. Tayer-Seidenbach, Inc., et. al.	2:23-cv-06764	USDC Eastern District of Louisiana	Brouney Lewis and Monica Kelly-Lewis	Kevin B. Milano Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
20	Marcella, et. al. v. Huntington Ingalls, Incorporated et. al.	2:24-cv-00780	USDC Eastern District of Louisiana	Norma Marcella, Scott Marcella, Troy Marcella, and Toni Herbert, Individually and as Statutory Heirs of Decedent Ronald Marcella	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
21	McElwee v. Anco Insulations, Inc. et. al.	2:23-cv-03137	USDC Eastern District of Louisiana	Robert J. McElwee	Frank J. Swarr Mickey P. Landry Matthew Clark Landry & Swarr, LLC 1100 Poydras Street, Suite 2000 New Orleans, LA 70163 -and- Jeffery A. O'Connell The Nemeroff Law Firm Douglas Plaza 8226 Douglas Avenue, Suite 740 Dallas, Texas 75225	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

Exhibit 1

22	McIntyre v. Huntington Ingalls Incorporated, et. al.	2:23-cv-05048	USDC Eastern District of Louisiana	William McIntyre	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
23	Plaisance, Sr. v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-05426	USDC Eastern District of Louisiana	Corbet J. Plaisance, Sr.	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
24	Prude v. Fidelity and Casualty Insurance Company of New York, et. al.	2:23-cv-07197	USDC Eastern District of Louisiana	William "Buddy" Prude	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809 -and- Scott M. Galante Stephanie M. Hartman The Galante Litigation Group, LLC 816 Cadiz Street New Orleans, LA 70115	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
25	Ragusa, Jr., v. Louisiana Insurance Guaranty Association, et. al.	2:21-cv-01971	USDC Eastern District of Louisiana	Frank P. Ragusa, Jr.	Gerolyn P. Roussel Perry J. Roussel, Jr. Jonathan B. Clement Lauren R. Clement Benjamin P. Dinehart Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002

Exhibit 1

26	Rivet v. Huntington Ingalls Incorporated, et. al.	2:22-cv-02584	USDC Eastern District of Louisiana	Tommy Rivet	Gerolyn P. Roussel Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
27	Robinson v. Anco Insulations, Inc., et. al.	2020-04867	Civil District Court for the Parish of Orleans, State of Louisiana	Melvin L. Robinson	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	N/A
28	Rogers v. Taylor-Seidenbach, Inc., et. al.	2:24-cv-01268	USDC Eastern District of Louisiana	John Rogers	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
29	Rudolph, et. al. v. Huntington Ingalls, Inc., et. al.	2019-04164	Civil District Court for the Parish of Orleans, State of Louisiana	Renee LaNasa Rudolph, Michael Anthony LaNasa, and Giles Paul LaNasa; on behalf of Wallace LaNasa, Jr.	Lewis O. Unglesby, Esq. Lance C. Unglesby, Esq. Jordan L. Bollinger, Esq. UNGLESBY LAW FIRM 246 Napoleon St. Baton Rouge, LA 70802 Timothy J. Falcon, Esq. FALCON LAW FIRM 5044 Lapalco Blvd. Marrero, LA 70072 J. Patrick Connick, Esq. 5201 Westbank Expressway, Ste. 100 Marrero, LA 70072 Wells T. Watson, Esq. Jeffrey T. Gaughan, Esq. BAGGETT, MCCALL, BURGESS, WATSON & GAUGHAN 3006 Country Club Rd. Lake Charles, LA 70605	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002

Exhibit 1

30	Sandiffer v. Anco Insulations, Inc., et. al.	2023-10585	Civil District Court for the Parish of Orleans, State of Louisiana	Booker Sandiffer	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002 N/A
31	Sewire v. Anco Insulations, Inc., et. al.	2022-00676	Civil District Court for the Parish of Orleans, State of Louisiana	Patrick Sewire	Damon R. Pourciau Pourciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	N/A
32	Simoneaux v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-04263	USDC Eastern District of Louisiana	Michael Simoneaux	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
33	Thibodeaux et al v. General Electric Company, et al	2:24-cv-01111	USDC Eastern District of Louisiana	Reed Thibodeaux and Cynthia Thibodeaux	Ivan David Cason, Jr. Gori Law Firm 3647 McDonald Ave St. Louis, MO 63116 450 Laurel Street, Suite 1150 Baton Rouge, LA 70801	Timothy Farrow Daniels Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130 N/A
34	Thomas v. American Automobile Insurance Company, et. al.	2022-00352	Civil District Court for the Parish of Orleans, State of Louisiana	Lisha Thomas, Samantha Thomas, and Shaundreika Shorty; wrongful death beneficiaries of Sam Thomas (aka Sam Carter Thomas)	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130 -and- Lindsey A. Cheek The Cheek Law Firm, LLC 650 Poydras Street, Suite 2310 New Orleans, LA 70130 -and- Spencer R. Doody Scott R. Bickford Larry J. Centola, III Martzell, Bickford & Centola 338 Lafayette Street New Orleans, LA 70130	N/A

Exhibit 1

35	Wilson v. Eagle, Inc., et al.	2024-03205	Civil District Court for the Parish of Orleans, State of Louisiana	Kenneth Wilson	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	N/A
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Proposed 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.** :
 :
 :
 :
 :
 :

**GLOBAL NOTES, METHODOLOGY, AND SPECIFIC
DISCLOSURES REGARDING THE DEBTOR’S SCHEDULES OF
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

Introduction

Hopeman Brothers, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”), with the assistance of its advisors, has filed its Schedules of Assets and Liabilities (the “Schedules”) and Statements of Financial Affairs (the “Statements, and together with the Schedules, the “Schedules and Statements”) with the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the “Bankruptcy Court”), pursuant to section 521 of title 11 of the United States Code (the “Bankruptcy Code”), and rule 1007 of the Federal Rules of Bankruptcy Procedure.

These Global Notes, Methodology, and Specific Disclosures Regarding the Debtor’s Schedules and Statements (the “Global Notes”) pertain to, are incorporated by reference in, and comprise an integral part of the Debtor’s Schedules and Statements. The Global Notes should be referred to, considered, and reviewed in connection with any review of the Schedules and Statements.

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles (“GAAP”) in the United States, nor are they intended to be fully reconciled with the financial statements of the Debtor. Additionally,

the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment.

The Debtor and its agents, attorneys and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein or in the Schedules and Statements and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information contained herein and in the Schedules and Statements. While every effort has been made to provide accurate and complete information herein and in the Schedules and Statements, inadvertent errors or omissions may exist. The Debtor and its agents, attorneys and financial advisors expressly do not undertake any obligation to update, modify, revise or re-categorize the information provided herein or in the Schedules and Statements, or to notify any third party should the information be updated, modified, revised or re-categorized. In no event shall the Debtor or its agents, attorneys and financial advisors be liable to any third party for any direct, indirect, incidental, consequential or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtor or damages to business reputation, lost business or lost profits), whether foreseeable or not and however caused, even if the Debtor or its agents, attorneys and financial advisors are advised of the possibility of such damages.

Given, among other things, the uncertainty surrounding the valuation of certain assets and the valuation and nature of certain liabilities, to the extent that the Debtor shows more assets than liabilities, it is not an admission that such Debtor was solvent at the Petition Date (as defined herein) or at any time prior to the Petition Date. Likewise, to the extent that a Debtor shows more liabilities than assets, it is not an admission that such Debtor was insolvent at the Petition Date or any time prior to the Petition Date.

Mr. Christopher Lascell, the President of the Debtor, has signed the Schedules and Statements. Mr. Lascell is an authorized signatory for the Debtor. In reviewing and signing the Schedules and Statements, Mr. Lascell necessarily has relied upon the efforts, statements, and representations of the Debtor's advisors. Mr. Lascell has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and Statements, including statements and representations concerning amounts owed to creditors, classification of such amounts, and creditor addresses.

Global Notes and Overview of Methodology

1. **Reservation of Rights.** Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may exist. The Debtor reserves all rights to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to any claim (“Claim”) description, designation; dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; subsequently designate any Claim as “disputed,” “contingent,” or “unliquidated”; or object to the extent, validity, enforceability, priority, or avoidability of any Claim. Any failure to designate a Claim in the Schedules and Statements as “disputed,” “contingent,” or “unliquidated” does not constitute an admission by the Debtor that such Claim or amount is not “disputed,” “contingent,” or “unliquidated.” Listing a Claim does not constitute an admission of liability by the Debtor. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to the Debtor’s chapter 11 case, including, without limitation, issues involving Claims, defenses, equitable subordination, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph.

2. **Description of Case and “As Of” Information Date.** On June 30, 2024 (the “Petition Date”), the Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor is operating its business as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

The asset information provided herein represents the asset data of the Debtor as of the Petition Date. Unless otherwise noted herein and in the Schedules and Statements, liability information provided herein represents the liability data of the Debtor as of the Petition Date.

3. **Net Book Value of Assets.** Unless otherwise indicated, the Debtor’s Schedules and Statements reflect net book values as of the Petition Date. Additionally, because the book values of assets may materially differ from their fair market values, they may be listed as undetermined amounts as of the Petition Date. Furthermore, values for assets that have been fully depreciated or were expensed for accounting purposes may not appear in these Schedules and Statements as they have no net book value.

4. **Recharacterization.** The Debtor has undertaken reasonable efforts based upon information currently available to it to properly characterize, classify, categorize, or designate certain Claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. Nevertheless, the Debtor reserves all of its rights to re-characterize, reclassify, recategorize, redesignate, add, or delete items reported in the Schedules and Statements at a later time as is necessary or appropriate as additional information becomes available, including, without limitation, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired post-petition.

5. **Liabilities.** The Debtor has sought to allocate liabilities between the prepetition and post-petition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the prepetition and post-petition periods may change. Accordingly, the Debtor reserves all of its rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary or appropriate.

The liabilities listed on the Schedules do not reflect any analysis of Claims under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtor reserves all of its rights to dispute or challenge the validity of any asserted Claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor's Claim.

6. **Insiders.** Persons listed as "insiders" have been included for informational purposes only and including them in the Schedules and Statements shall not constitute an admission that those persons are insiders for purposes of section 101(31) of the Bankruptcy Code or otherwise under applicable law. Moreover, the Debtor does not take any position with respect to: (a) any insider's influence over the control of the Debtor; (b) the management responsibilities or functions of any such insider; (c) the decision making or corporate authority of any such insider; or (d) whether the Debtor or any such insider could successfully argue that he or she is not an "insider" under applicable law or with respect to any theories of liability or for any other purpose.

7. **Executory Contracts.** The Debtor has made diligent attempts based upon information currently available to it to identify contracts and leases as executory and unexpired within the scope of section 365 of the Bankruptcy Code. Nevertheless, the Debtor reserves all of its rights with respect to the inclusion or exclusion of executory contracts and unexpired leases, as well as the named parties to any and all executory contracts and unexpired leases, including the right to amend Schedule G as appropriate and as additional information may become available.

8. **Confidentiality.** There may be instances in which certain information was not included or redacted due to the nature of an agreement between the Debtor and a third party, concerns about the confidential or commercially sensitive nature of certain information, or to protect the privacy of an individual.

9. **Classifications.** Listing a Claim on (a) Schedule D as "secured," (b) Schedule E/F as "priority," (c) Schedule E/F as "unsecured," or (d) listing a contract or lease on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtor of the legal rights of the claimant or a waiver of the Debtor's rights to re-characterize or reclassify such Claim or contract or lease or to setoff of such Claims.

10. **Claims Description.** Schedules D, and E/F permit the Debtor to designate a Claim as "disputed," "contingent," and "unliquidated." Any failure to designate a Claim as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtor that liability for and the amount of such Claim is not "disputed," "contingent," or "unliquidated," or that such Claim is not subject to objection. The Debtor reserves all of its rights to dispute, or assert offsets or defenses to, any Claim reflected on the Schedules and Statements on any grounds, including but not limited to liability, amount or classification. Additionally, the Debtor expressly reserves all of

its rights to subsequently designate such Claims as “disputed,” “contingent,” or “unliquidated.” Moreover, listing a Claim does not constitute an admission of liability by the Debtor. Finally, listing a Claim that has been or may be paid post-petition does not negate the effect of the payment of such Claim, or entitle the holder of any such Claim to double payment on account of such Claim.

11. **Causes of Action.** Despite its reasonable efforts to identify all known assets, the Debtor may not have listed all of its causes of action or potential causes of action against third parties as assets in the Schedules and Statements because efforts to identify certain causes of action are still ongoing, including, without limitation, causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. The Debtor reserves all of its rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (collectively, “Causes of Action”) it may have, and neither the Global Notes nor the Schedules and Statements shall be deemed a waiver of any claims or Causes of Action or in any way prejudice or impair the assertion of such claims or Causes of Action, nor may the Schedules and Statements be used in any litigation in these or related to this chapter 11 case.

12. **Summary of Significant Reporting Policies.** The following is a summary of significant reporting policies:

- a. **Undetermined Amounts.** The description of an amount or value as “unknown” or “undetermined” is not intended to reflect upon the materiality of such amount or value.
- b. **Totals.** All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.
- c. **Liens.** Property and equipment listed in the Schedules and Statements are presented without consideration of any liens that may attach (or have attached) to such property and equipment.

13. **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.

14. **Setoffs.** The Debtor incurs certain offsets and other similar rights during the ordinary course of business. Although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules and Statements, offsets are not independently accounted for, and as such, are or may be excluded from the Schedules and Statements.

15. **Global Notes Control.** In the event that the Schedules and Statements differ from the foregoing Global Notes, the Global Notes shall control.

Specific Disclosures with Respect to the Debtor's Schedules

Schedule A/B, Part 1. Cash balances presented on Schedule A/B, Part 1 are actual cash balances as of the Petition Date. Details with respect to the Debtor's bank accounts are provided in the *Motion of the Debtor for Entry of Interim and Final Orders (I) Authorizing Debtor to Maintain Existing Bank Accounts and Business Forms; and (II) Granting the Debtor an Extension of Time to Comply with the Requirements of Section 345(b) of the Bankruptcy Code*, filed on June 30, 2024 [Docket No. 5].

Schedule A/B, Part 2. Advance payment retainers included on Schedule A/B, Part 2 are as of the Petition Date.

Schedule A/B, Part 3. Accounts receivable included on Schedule A/B, Part 3 include the amount, as of the Petition Date, (i) in the account that was owned and used prepetition by the Debtor's third-party claims administrator, Special Claims Services, Inc. ("SCS"), at PNC Bank (Account No. 6132) (the "SCS PNC Account") and that will be transferred to the Debtor post-petition, and (ii) the total amount previously billed to insurers by SCS on behalf of the Debtor that had not yet been paid.

Schedule A/B, Part 11. The Debtor has made a diligent attempt to list its interest in all known other assets in response to Schedule A/B, Part 11, including listing all unexhausted insurance policies in which it has an interest in response to Schedule A/B, Part 11/Question 73. Any inadvertent failure to list any other such asset, including unexhausted insurance policies in which it has an interest, is not an admission by the Debtor with respect to any such asset and coverage pursuant to any such policy. Similarly, any inadvertent failure to include an insurance policy that is exhausted or in which the Debtor might otherwise not have an interest also is not an admission by the Debtor with respect to any such asset and coverage pursuant to any such policy. In addition, some of the workers' compensation policies listed may have been issued to the Debtor's now-dissolved former subsidiary, Wayne Manufacturing Corporation, rather than the Debtor. The listing of an insurance policy in response to Schedule A/B, Part 11/Question 73 does not constitute an admission that such insurance policy is an executory contract or that such policy was in effect on the Petition Date or is valid or enforceable. The Debtor reserves its rights to amend.

Schedule E/F. The Debtor has used best efforts to report all general unsecured Claims against the Debtor on Schedule E/F based upon the Debtor's existing books and records as of the Petition Date. The Claims of individual creditors are listed as either the lower of the amounts invoiced by such creditor or the amounts entered on the Debtor's books and records and may not reflect credits or allowances due from such creditors to the Debtor. The Debtor reserves all of its rights with respect to any such credits and allowances including the right to assert objections and/or setoffs with respect to same. Schedule E/F does not include certain deferred charges, deferred liabilities, accruals, or general reserves. Such amounts may, however, be reflected on the Debtor's books and records as required in accordance with GAAP or past practice. Such accruals are general estimates of liabilities and do not represent specific Claims as of the Petition Date.

The Claims listed in Schedule E/F arose or were incurred on various dates. In certain instances, the date on which a Claim arose is an open issue of fact. Determining the date upon which each Claim in Schedule E/F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtor does not list a date for each Claim listed on Schedule E/F. Furthermore, claims listed on Schedule E/F have been aggregated by creditor and may include several dates of incurrence for the aggregate balance listed.

Schedule E/F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption or assumption and assignment of an executory contract or unexpired lease. Additionally, Schedule E/F does not include potential rejection damage Claims, if any, of the counterparties to executory contracts and unexpired leases that may be rejected.

Parties who have asserted asbestos-related claims against the Debtor (collectively, the “Asbestos Claimants”) are listed on the attached rider to Part 2 of Schedule E/F as holders of nonpriority unsecured claims. The Asbestos Claimants have been listed on Schedule E/F with respect to any unsecured claim they may have or assert against the Debtor. The Asbestos Claimants have been identified based on the database maintained by SCS as of the Petition Date. By an order entered on July 2, 2024 (Docket No. 32), the Bankruptcy Court has authorized service on the Asbestos Claimants in care of their counsel. Therefore, the addresses listed for the Asbestos Claimants in Schedule E/F are the addresses of their identified counsel, if any.

Further, in certain circumstances, the Debtor lacks address information for the Asbestos Claimants or sufficient information to reasonably determine the address of individual Asbestos Claimants, particularly with respect to matters that have been dormant for extended periods. It would be unduly burdensome and expensive for the Debtor to investigate the current personal address for each such Asbestos Claimant and the Debtor believes that any such investigation is unlikely to identify accurate current address information in any event. Therefore, in such circumstances, the Debtor has left the address of the Asbestos Claimants as “unknown.”

Schedule G. Although the Debtor’s existing books, records, and financial systems have been relied upon to identify and schedule executory contracts and diligent efforts have been made to ensure the accuracy of the Debtor’s Schedule G, inadvertent errors, omissions, or over-inclusions may have occurred. Certain information, such as the contact information of the counter-party, may not be included where such information could not be obtained using the Debtor’s reasonable efforts. Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease or that such contract or agreement was in effect on the Petition Date or is valid or enforceable. The Debtor hereby reserves all of its rights to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth on Schedule G and to amend or supplement Schedule G as necessary.

Certain of the contracts and agreements listed on Schedule G may consist of several parts, including but not limited to amendments, waivers, letters, and other documents that may not be listed on Schedule G or that may be listed as a single entry. The Debtor expressly reserves its rights to challenge whether such related materials constitute an executory contract, a single contract or agreement or, multiple, severable, or separate contracts.

The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, and agreements that may not be listed therein despite the Debtor's use of reasonable efforts to identify such documents. Further, unless otherwise specified on Schedule G, each executory contract or unexpired lease listed therein shall be deemed to include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed therein.

The Debtor reserves all of its rights, claims, and Causes of Action with respect to the contracts and leases on Schedule G, including the right to dispute or challenge the characterization of the structure of any transaction or any document or instrument related to a creditor's Claim.

In addition, the Debtor may have entered into various other types of agreements such as settlement agreements and confidentiality agreements. Such documents may not be set forth on Schedule G. Executory agreements that are oral in nature have not been included on Schedule G.

Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtor's rights under the Bankruptcy Code with respect to any such omitted contract or agreement is not impaired by the omission.

Specific Disclosures with Respect to the Debtor's Statements

Statement 3. Statement 3 includes disbursements or other transfers made by the Debtor to creditors. The amounts listed in Statement 3 reflect the Debtor's disbursements netted against any check level detail; thus, to the extent a disbursement was made to pay for multiple invoices, only one entry has been listed on Statement 3. In addition, the amount of certain settlement payments are subject to confidentiality restrictions and are not disclosed. These payments are identified by the phrase "confidential settlement amount."

Statement 4. Listing an individual on Statement 4 is not an admission that such individual is an insider or a creditor of the Debtor. With respect to individuals, the amounts listed reflect the universe of payments and transfers to such individuals including compensation, bonus (if any), and/or expense reimbursement.

Statement 7. Due to the volume of asbestos-related legal actions in which the Debtor was involved within 1 year of the filing, the Debtor has not listed the individual asbestos-related cases in Statement 7. The Asbestos-Related Claimants involved in such actions, however, are listed in Schedule E/F. Any information contained in Statement 7 shall not be a binding representation of the Debtor's liabilities with respect to any of the suits and proceedings identified therein. The

Debtor also is not aware of any non-asbestos related legal actions or other matters responsive to Statement 7.

Statement 11. For completeness, the figures presented in Statement 11 include all payments made by the Debtor to Hunton Andrews Kurth LLP and Stout Risius Ross, LLC (“Stout”) who are advising the Debtor with respect to bankruptcy-related issues in the chapter 11 case, and therefore also include certain amounts related to professional advice for non-bankruptcy matters. Prior to the Petition Date, the Debtor also consulted Blank Rome LLP (“Blank Rome”) to provide advice related to insurance issues and Courington, Kiefer, Sommers, Marullo & Matherne, L.L.C. (“CKSMM”) to provide advice on issues regarding asbestos-related personal injury claims. The Debtor intends to retain both Blank Rome and CKSMM as special counsel in this case to continue to provide such advice to the Debtor post-petition. Because Blank Rome and CKSMM are not advising the Debtor with respect to bankruptcy-related issues, the amounts paid to Blank Rome and CKSMM are not included in response to Statement 11. In addition, SCS made payments prepetition related to asbestos-related claims from the SCS PNC Account, including payments to Stout, Blank Rome and CKSMM. Some of the payments listed in Statement 11 to Stout were made by SCS on behalf of the Debtor from the SCS PNC Account.

Statement 26. The Debtor has listed in Statement 26 those individuals and/or firms that have been identified as having the primary responsibility to maintain or that have supervised the keeping of the Debtor’s books and records. Notwithstanding this listing, additional parties not listed may have had access to the Debtor’s books and record including individuals listed in response to Statement 26.

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Dated: July 15, 2024
Richmond, Virginia

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

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- and -

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Proposed Counsel for the Debtor and Debtor in Possession

Fill in this information to identify the case:

Debtor name Hopeman Brothers, Inc.

United States Bankruptcy Court for the: Eastern District of Virginia
 (State)

Case number (if known): 24-32428 (KLP)

Check if this is an amended filing

Official Form 206Sum
Summary of Assets and Liabilities for Non-Individuals

12/15

Part 1: Summary of Assets

1. **Schedule A/B: Assets—Real and Personal Property** (Official Form 206A/B)

<p>1a. Real property: Copy line 88 from <i>Schedule A/B</i>.....</p>	\$ <u>0.00</u>
<p>1b. Total personal property: Copy line 91A from <i>Schedule A/B</i>.....</p>	\$ <u>3,785,941.11</u>
<p>1c. Total of all property: Copy line 92 from <i>Schedule A/B</i>.....</p>	\$ <u>3,785,941.11</u>

Part 2: Summary of Liabilities

<p>2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D) Copy the total dollar amount listed in Column A, <i>Amount of claim</i>, from line 3 of <i>Schedule D</i>.....</p>	\$ <u>0.00</u>
<p>3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)</p> <p>3a. Total claim amounts of priority unsecured claims: Copy the total claims from Part 1 from line 5a of <i>Schedule E/F</i>.....</p>	\$ <u>5,400</u>
<p>3b. Total amount of claims of nonpriority amount of unsecured claims: Copy the total of the amount of claims from Part 2 from line 5b of <i>Schedule E/F</i>.....</p>	+ \$ <u>64,091.62</u>
<p>4. Total liabilities..... Lines 2 + 3a + 3b</p>	\$ <u>69,491.62</u>

Fill in this information to identify the case:

Debtor name Hopeman Brothers, Inc.

United States Bankruptcy Court for the: Eastern District of Virginia
 (State)

Case number (if known): 24-32428 (KLP)

Check if this is an amended filing

Official Form 206A/B

Schedule A/B: Assets — Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents

1. Does the debtor have any cash or cash equivalents?

- No. Go to Part 2.
- Yes. Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor

Current value of debtor's interest

2. Cash on hand

\$ _____

3. Checking, savings, money market, or financial brokerage accounts (*Identify all*)

Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number	Current value of debtor's interest
3.1. <u>Citizens Bank</u>	<u>Checking</u>	<u>8 0 4 3</u>	\$ <u>193,398</u>
3.2. <u>Citizens Bank</u>	<u>Money Market</u>	<u>7 8 4 5</u>	\$ <u>1,701,118</u>

4. Other cash equivalents (*Identify all*)

- 4.1. _____ \$ _____
- 4.2. _____ \$ _____

5. Total of Part 1

\$ 1,894,516

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

Part 2: Deposits and prepayments

6. Does the debtor have any deposits or prepayments?

- No. Go to Part 3.
- Yes. Fill in the information below.

Current value of debtor's interest

7. Deposits, including security deposits and utility deposits

Description, including name of holder of deposit	Current value of debtor's interest
7.1. _____	\$ _____
7.2. _____	\$ _____

8. Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent

Description, including name of holder of prepayment
 8.1. See attached rider [advance payment retainers for professional services] \$ 420,935
 8.2. \$

9. Total of Part 2. Add lines 7 through 8. Copy the total to line 81. \$ 420,935

Part 3: Accounts receivable

10. Does the debtor have any accounts receivable?

- No. Go to Part 4.
- Yes. Fill in the information below.

Current value of debtor's interest

11. Accounts receivable

11a. 90 days old or less: $\frac{1,156,876.11}{\text{face amount}} - \frac{0.00}{\text{doubtful or uncollectible accounts}} = \dots \rightarrow$ \$ 1,156,876.11
 11b. Over 90 days old: $\frac{\text{face amount}}{\text{face amount}} - \frac{\text{doubtful or uncollectible accounts}}{\text{doubtful or uncollectible accounts}} = \dots \rightarrow$ \$

12. Total of Part 3 Current value on lines 11a + 11b = line 12. Copy the total to line 82. \$ 1,156,876.11

Part 4: Investments

13. Does the debtor own any investments?

- No. Go to Part 5.
- Yes. Fill in the information below.

	Valuation method used for current value	Current value of debtor's interest
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14. Mutual funds or publicly traded stocks not included in Part 1

Name of fund or stock:
 14.1. _____ \$ _____
 14.2. _____ \$ _____

15. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture

Name of entity:	% of ownership:	
15.1. _____	%	\$ _____
15.2. _____	%	\$ _____

16. Government bonds, corporate bonds, and other negotiable and non-negotiable instruments not included in Part 1

Describe:
 16.1. _____ \$ _____
 16.2. _____ \$ _____

17. Total of Part 4 Add lines 14 through 16. Copy the total to line 83. \$ 0.00

Part 5: Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

- No. Go to Part 6.
- Yes. Fill in the information below.

General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19. Raw materials _____	MM / DD / YYYY _____	\$ _____	_____	\$ _____
20. Work in progress _____	MM / DD / YYYY _____	\$ _____	_____	\$ _____
21. Finished goods, including goods held for resale _____	MM / DD / YYYY _____	\$ _____	_____	\$ _____
22. Other inventory or supplies _____	MM / DD / YYYY _____	\$ _____	_____	\$ _____
23. Total of Part 5 Add lines 19 through 22. Copy the total to line 84.				\$ 0.00

24. Is any of the property listed in Part 5 perishable?

- No
- Yes

25. Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed?

- No
- Yes. Book value _____ Valuation method _____ Current value _____

26. Has any of the property listed in Part 5 been appraised by a professional within the last year?

- No
- Yes

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

- No. Go to Part 7.
- Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
28. Crops—either planted or harvested _____	\$ _____	_____	\$ _____
29. Farm animals <i>Examples:</i> Livestock, poultry, farm-raised fish _____	\$ _____	_____	\$ _____
30. Farm machinery and equipment (Other than titled motor vehicles) _____	\$ _____	_____	\$ _____
31. Farm and fishing supplies, chemicals, and feed _____	\$ _____	_____	\$ _____
32. Other farming and fishing-related property not already listed in Part 6 _____	\$ _____	_____	\$ _____

Debtor

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33. **Total of Part 6.**

Add lines 28 through 32. Copy the total to line 85.

\$ 0.00

34. **Is the debtor a member of an agricultural cooperative?**

- No
- Yes. Is any of the debtor's property stored at the cooperative?
 - No
 - Yes

35. **Has any of the property listed in Part 6 been purchased within 20 days before the bankruptcy was filed?**

- No
- Yes. Book value \$ _____ Valuation method _____ Current value \$ _____

36. **Is a depreciation schedule available for any of the property listed in Part 6?**

- No
- Yes

37. **Has any of the property listed in Part 6 been appraised by a professional within the last year?**

- No
- Yes

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. **Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?**

- No. Go to Part 8.
- Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39. Office furniture _____	\$ _____	_____	\$ _____
40. Office fixtures _____	\$ _____	_____	\$ _____
41. Office equipment, including all computer equipment and communication systems equipment and software Printer lease for Versalink B7030/SS2 with Virginia Business Systems	\$ N/A	N/A	\$ N/A
42. Collectibles <i>Examples:</i> Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles			
42.1 _____	\$ _____	_____	\$ _____
42.2 _____	\$ _____	_____	\$ _____
42.3 _____	\$ _____	_____	\$ _____

43. **Total of Part 7.**

Add lines 39 through 42. Copy the total to line 86.

\$ 0.00

44. **Is a depreciation schedule available for any of the property listed in Part 7?**

- No
- Yes

45. **Has any of the property listed in Part 7 been appraised by a professional within the last year?**

- No
- Yes

Part 8: Machinery, equipment, and vehicles

46. Does the debtor own or lease any machinery, equipment, or vehicles?

- No. Go to Part 9.
- Yes. Fill in the information below.

General description	Net book value of debtor's interest	Valuation method used for current value	Current value of debtor's interest
Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	(Where available)		

47. **Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles**

47.1 _____	\$ _____	_____	\$ _____
47.2 _____	\$ _____	_____	\$ _____
47.3 _____	\$ _____	_____	\$ _____
47.4 _____	\$ _____	_____	\$ _____

48. **Watercraft, trailers, motors, and related accessories** Examples: Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels

48.1 _____	\$ _____	_____	\$ _____
48.2 _____	\$ _____	_____	\$ _____

49. **Aircraft and accessories**

49.1 _____	\$ _____	_____	\$ _____
49.2 _____	\$ _____	_____	\$ _____

50. **Other machinery, fixtures, and equipment (excluding farm machinery and equipment)**

_____	\$ _____	_____	\$ _____
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51. **Total of Part 8.**

Add lines 47 through 50. Copy the total to line 87.

\$ 0.00

52. **Is a depreciation schedule available for any of the property listed in Part 8?**

- No
- Yes

53. **Has any of the property listed in Part 8 been appraised by a professional within the last year?**

- No
- Yes

Debtor

Name

Part 9: Real property

54. Does the debtor own or lease any real property?

- No. Go to Part 10.
- Yes. Fill in the information below.

55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest

Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building), if available.	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
55.1 _____	_____	\$ _____	_____	\$ _____
55.2 _____	_____	\$ _____	_____	\$ _____
55.3 _____	_____	\$ _____	_____	\$ _____
55.4 _____	_____	\$ _____	_____	\$ _____
55.5 _____	_____	\$ _____	_____	\$ _____
55.6 _____	_____	\$ _____	_____	\$ _____

56. Total of Part 9.

Add the current value on lines 55.1 through 55.6 and entries from any additional sheets. Copy the total to line 88.

\$ 0.00

57. Is a depreciation schedule available for any of the property listed in Part 9?

- No
- Yes

58. Has any of the property listed in Part 9 been appraised by a professional within the last year?

- No
- Yes

Part 10: Intangibles and intellectual property

59. Does the debtor have any interests in intangibles or intellectual property?

- No. Go to Part 11.
- Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60. Patents, copyrights, trademarks, and trade secrets _____	\$ _____	_____	\$ _____
61. Internet domain names and websites _____	\$ _____	_____	\$ _____
62. Licenses, franchises, and royalties _____	\$ _____	_____	\$ _____
63. Customer lists, mailing lists, or other compilations _____	\$ _____	_____	\$ _____
64. Other intangibles, or intellectual property _____	\$ _____	_____	\$ _____
65. Goodwill _____	\$ _____	_____	\$ _____

66. Total of Part 10.

Add lines 60 through 65. Copy the total to line 89.

\$ 0.00

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67. Do your lists or records include personally identifiable information of customers (as defined in 11 U.S.C. §§ 101(41A) and 107)?
- No
- Yes
68. Is there an amortization or other similar schedule available for any of the property listed in Part 10?
- No
- Yes
69. Has any of the property listed in Part 10 been appraised by a professional within the last year?
- No
- Yes

Part 11: All other assets

70. Does the debtor own any other assets that have not yet been reported on this form?
- Include all interests in executory contracts and unexpired leases not previously reported on this form.
- No. Go to Part 12.
- Yes. Fill in the information below.

		Current value of debtor's interest
71. Notes receivable		
Description (include name of obligor)		
_____	Total face amount	
_____	- doubtful or uncollectible amount	
	= →	\$ _____

72. **Tax refunds and unused net operating losses (NOLs)**

Description (for example, federal, state, local)

_____	Tax year _____	\$ _____
_____	Tax year _____	\$ _____
_____	Tax year _____	\$ _____

73. **Interests in insurance policies or annuities**

See attached rider [unexhausted insurance policies]

\$ Unknown

74. **Causes of action against third parties (whether or not a lawsuit has been filed)**

Nature of claim _____

Amount requested \$ _____

\$ _____

75. **Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims**

Nature of claim _____

Amount requested \$ _____

\$ _____

76. **Trusts, equitable or future interests in property**

\$ _____

77. **Other property of any kind not already listed** *Examples: Season tickets, country club membership*

Reversionary interest in settlement trust account at Peoples Bank
in Biloxi, MS (Acct. No. TPB-769)

\$ 313,614

\$ _____

78. **Total of Part 11.**

Add lines 71 through 77. Copy the total to line 90.

\$ 313,614

79. Has any of the property listed in Part 11 been appraised by a professional within the last year?
- No
- Yes

Debtor

Name

Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form.

Type of property	Current value of personal property	Current value of real property
80. Cash, cash equivalents, and financial assets. Copy line 5, Part 1.	\$ 1,894,516	
81. Deposits and prepayments. Copy line 9, Part 2.	\$ 420,935	
82. Accounts receivable. Copy line 12, Part 3.	\$ 1,156,876.11	
83. Investments. Copy line 17, Part 4.	\$ 0.00	
84. Inventory. Copy line 23, Part 5.	\$ 0.00	
85. Farming and fishing-related assets. Copy line 33, Part 6.	\$ 0.00	
86. Office furniture, fixtures, and equipment; and collectibles. Copy line 43, Part 7.	\$ 0.00	
87. Machinery, equipment, and vehicles. Copy line 51, Part 8.	\$ 0.00	
88. Real property. Copy line 56, Part 9. →		\$ 0.00
89. Intangibles and intellectual property. Copy line 66, Part 10.	\$ 0.00	
90. All other assets. Copy line 78, Part 11.	+ \$ 313,614	
91. Total. Add lines 80 through 90 for each column. 91a.	\$ 3,785,941.11	+ 91b. \$ 0.00
92. Total of all property on Schedule A/B. Lines 91a + 91b = 92.		\$ 3,785,941.11

Hopeman Brothers, Inc.

Part 2, Question 8: Prepayments, including prepayments on executory contracts, leases, insurance, taxes and rent

Description, including name of holder of prepayment	Amount
Hunton Andrews Kurth LLP, Advance Payment Retainer for Professional Services	\$151,381
Kurtman Carson Consultants, LLC DBA Verita Global for Advance Payment Retainer Professional Services	\$40,000
Blank Rome LLP for Advance Payment Retainer for Professional Services	\$25,202
Courington, Kiefer, Sommers, Marullo & Matherne L.L.C. Advance Payment Retainer for Professional Services	\$162,027
Stout Risius Ross, LLC	\$42,325
Total	\$420,935

Hopeman Brothers, Inc.

Part 11, Question 73: Interests in Insurance Policies or Annuities

Name	PolicyNumber	Type	Policy Start Date	Policy End Date	Current Value of Debtor's Interest
Aetna Casualty & Surety Company	01XN542WCA	Excess Liability	3/28/1974	3/13/1977	Unknown
Aetna Casualty & Surety Company	01XN1320WCA	Excess Liability	3/14/1977	12/31/1977	Unknown
Aetna Casualty & Surety Company	01XN1621WCA	Excess Liability	1/1/1978	12/31/1978	Unknown
Aetna Casualty & Surety Company	01XN1622WCA	Excess Liability	1/1/1978	12/31/1978	Unknown
Aetna Casualty & Surety Company	01XN2077WCA	Excess Liability	1/1/1979	12/31/1979	Unknown
Aetna Casualty & Surety Company	01XN2096WCA	Excess Liability	1/1/1979	12/31/1979	Unknown
Aetna Casualty & Surety Company	01XN2459WCA	Excess Liability	1/1/1980	12/31/1980	Unknown
Aetna Casualty & Surety Company	01XN2460WCA	Excess Liability	1/1/1980	12/31/1980	Unknown
Aetna Casualty & Surety Company	01XN2866WCA	Excess Liability	1/1/1981	12/31/1981	Unknown
Aetna Casualty & Surety Company	01XN2867WCA	Excess Liability	1/1/1981	12/31/1981	Unknown
Aetna Casualty & Surety Company	01XN3236WCA	Excess Liability	1/1/1982	12/31/1982	Unknown
Aetna Casualty & Surety Company	01XN3237WCA	Excess Liability	1/1/1982	12/31/1982	Unknown
American Centennial Insurance Company	CC007630	Excess Liability	1/1/1983	1/1/1984	Unknown
Atlanta International Insurance Company	XL05311	Excess Liability	1/1/1983	3/20/1984	Unknown
Continental Casualty Co.	RDX8894450	Excess Liability	2/14/1971	3/14/1974	Unknown
Continental Casualty Co.	RDX8937181	Excess Liability	3/14/1974	3/14/1977	Unknown
Federal Insurance Company	J06429816	D&O Policy	1/1/2024	1/1/2025	Unknown
Fidelity & Casualty of NY	SRX1889605	Excess Liability	1/1/1984	1/1/1985	Unknown
Fireman's Fund Insurance Company	XLX1202681	Excess Liability	3/28/1974	4/14/1977	Unknown
Fireman's Fund Insurance Company	XLX1267263	Excess Liability	3/21/1977	1/1/1978	Unknown
Fireman's Fund Insurance Company	XLX1218628	Excess Liability	1/1/1978	1/1/1979	Unknown
Fireman's Fund Insurance Company	XLX1369443	Excess Liability	1/1/1979	1/1/1980	Unknown
Fireman's Fund Insurance Company	XLX1369444	Excess Liability	1/1/1979	1/1/1980	Unknown
Fireman's Fund Insurance Company	XLX1372351	Excess Liability	1/1/1980	1/1/1981	Unknown
Fireman's Fund Insurance Company	XLX1372352	Excess Liability	1/1/1980	1/1/1981	Unknown
Fireman's Fund Insurance Company	XLX1373064	Excess Liability	1/1/1981	1/1/1982	Unknown
Fireman's Fund Insurance Company	XLX1373065	Excess Liability	1/1/1981	1/1/1982	Unknown
Fireman's Fund Insurance Company	XLX1484989	Excess Liability	1/1/1982	1/1/1983	Unknown
Fireman's Fund Insurance Company	XLX1484988	Excess Liability	1/1/1982	1/1/1983	Unknown
Fireman's Fund Insurance Company	XLX1533350	Excess Liability	1/1/1983	1/1/1984	Unknown
Fireman's Fund Insurance Company	XLX1533343	Excess Liability	1/1/1984	1/1/1985	Unknown
First State Insurance Company	924420	Excess Liability	3/14/1977	1/1/1978	Unknown
First State Insurance Company	926093	Excess Liability	1/1/1978	1/1/1979	Unknown
First State Insurance Company	927608	Excess Liability	1/1/1979	1/1/1980	Unknown
First State Insurance Company	929219	Excess Liability	1/1/1980	1/1/1981	Unknown
First State Insurance Company	930870	Excess Liability	1/1/1981	1/1/1982	Unknown

Name	PolicyNumber	Type	Policy Start Date	Policy End Date	Current Value of Debtor's Interest
First State Insurance Company	933230	Excess Liability	1/1/1982	1/1/1983	Unknown
Granite State Insurance Company	61790973	Excess Liability	1/1/1979	12/31/1979	Unknown
Granite State Insurance Company	61801874	Excess Liability	1/1/1980	12/31/1980	Unknown
Granite State Insurance Company	64815113	Excess Liability	1/1/1981	12/31/1981	Unknown
Hartford Accident & Indemnity Co.	14XS102968	Excess Liability	1/1/1983	1/1/1984	Unknown
Hartford Accident & Indemnity Co.	14XS103690	Excess Liability	1/1/1984	1/1/1985	Unknown
Insurance Company of North America	XBC1818	Excess Liability	1/29/1965	2/14/1968	Unknown
Insurance Company of North America	XBC41712	Excess Liability	2/14/1968	3/14/1971	Unknown
Insurance Company of North America	XCP3914	Excess Liability	4/2/1973	3/14/1977	Unknown
Insurance Company of North America	XCP12358	Excess Liability	3/14/1977	1/1/1978	Unknown
Insurance Company of North America	XCP14304	Excess Liability	1/1/1978	1/1/1979	Unknown
Insurance Company of North America	XCP143410	Excess Liability	1/1/1979	1/1/1980	Unknown
Insurance Company of North America	XCP143696	Excess Liability	1/1/1980	1/1/1981	Unknown
Insurance Company of North America	XCP143696	Excess Liability	1/1/1981	1/1/1982	Unknown
Insurance Company of North America	XCP144541	Excess Liability	1/1/1982	1/1/1983	Unknown
Insurance Company of North America	XCP145717	Excess Liability	1/1/1984	1/1/1985	Unknown
Insurance Company of the State of Pennsylvania	41777869	Excess Liability	3/1/1977	12/31/1977	Unknown
Insurance Company of the State of Pennsylvania	41788480	Excess Liability	1/1/1978	12/31/1978	Unknown
International Insurance Co.	5231830581	Excess Liability	1/1/1983	1/1/1984	Unknown
International Insurance Co.	5233111857	Excess Liability	1/1/1984	1/1/1985	Unknown
Lexington Insurance Company	GC403005	Excess Liability	3/9/1971	2/28/1974	Unknown
Lexington Insurance Company	GC5501965	Excess Liability	3/14/1977	1/1/1978	Unknown
Lexington Insurance Company	5511227	Excess Liability	1/1/1978	12/31/1978	Unknown
Lexington Insurance Company	5511381	Excess Liability	1/1/1979	12/31/1979	Unknown
Lexington Insurance Company	5514785	Excess Liability	1/1/1980	12/31/1980	Unknown
Lexington Insurance Company	5522141	Excess Liability	1/1/1981	12/31/1981	Unknown
Lexington Insurance Company	5522650	Excess Liability	1/1/1982	12/31/1982	Unknown
Lexington Insurance Company	5524812	Excess Liability	1/20/1983	12/31/1983	Unknown
Lexington Insurance Company	5526516	Excess Liability	3/20/1984	3/20/1985	Unknown
Liberty Mutual Insurance Company	WC#-###-#####-###	Workers' Comp.	##/####	3/14/1974	Unknown
Liberty Mutual Insurance Company	WC1-121-010461-174	Workers' Comp.	3/14/1974	1/1/1977	Unknown
Liberty Mutual Insurance Company	WC1-121-010461-304	Workers' Comp.	3/14/1974	1/1/1977	Unknown
Liberty Mutual Insurance Company	WC1-121-010461-177	Workers' Comp.	1/1/1977	1/1/1978	Unknown
Liberty Mutual Insurance Company	WC2-121-010461-307	Workers' Comp.	1/1/1977	1/1/1978	Unknown
Liberty Mutual Insurance Company	WC1-121-010461-178	Workers' Comp.	1/1/1978	1/1/1979	Unknown
Liberty Mutual Insurance Company	WC2-121-010461-308	Workers' Comp.	1/1/1978	1/1/1979	Unknown
Liberty Mutual Insurance Company	WC1-121-010461-399	Workers' Comp.	1/1/1979	1/1/1980	Unknown
Liberty Mutual Insurance Company	WC2-121-010461-309	Workers' Comp.	1/1/1979	1/1/1980	Unknown
Liberty Mutual Insurance Company	WC1-121-010461-399	Workers' Comp.	1/1/1980	1/1/1981	Unknown
Liberty Mutual Insurance Company	WC2-121-010461-309	Workers' Comp.	1/1/1980	1/1/1981	Unknown
Liberty Mutual Insurance Company	WC1-121-010461-391	Workers' Comp.	1/1/1981	1/1/1982	Unknown

Name	PolicyNumber	Type	Policy Start Date	Policy End Date	Current Value of Debtor's Interest
Liberty Mutual Insurance Company	WC2-121-010461-301	Workers' Comp.	1/1/1981	1/1/1982	Unknown
Liberty Mutual Insurance Company	WC2-121-010461-392	Workers' Comp.	1/1/1982	1/1/1983	Unknown
Liberty Mutual Insurance Company	WC2-121-010461-302	Workers' Comp.	1/1/1982	1/1/1983	Unknown
Liberty Mutual Insurance Company	WC2-121-010461-432	Workers' Comp.	1/1/1982	1/1/1983	Unknown
Liberty Mutual Insurance Company	WC#-###-#####-###	Workers' Comp.	1/1/1983	1/1/1985	Unknown
National Union Fire Insurance Company of Pittsburgh, PA	1229552	Excess Liability	1/1/1978	12/31/1978	Unknown
National Union Fire Insurance Company of Pittsburgh, PA	1233011	Excess Liability	1/1/1979	12/31/1979	Unknown
National Union Fire Insurance Company of Pittsburgh, PA	1233011	Excess Liability	1/1/1979	12/31/1979	Unknown
National Union Fire Insurance Company of Pittsburgh, PA	9782487	Excess Liability	1/1/1980	12/31/1980	Unknown
National Union Fire Insurance Company of Pittsburgh, PA	9782487	Excess Liability	1/1/1980	12/31/1980	Unknown
Navigators Insurance	NYLIAZ03NNM01	Marine General Liability	1/1/2024	1/1/2025	Unknown
North Star Reinsurance Corporation	NSX9220	Excess Liability	2/14/1971	3/14/1974	Unknown
North Star Reinsurance Corporation	NSX12057	Excess Liability	3/14/1974	3/14/1977	Unknown
Safety Mutual Casualty Corporation	UF1472VA	Excess Liability	1/20/1983	1/1/1984	Unknown
Safety Mutual Casualty Corporation	UF1688VA	Excess Liability	1/1/1984	1/1/1985	Unknown
St. Paul Fire and Marine Insurance Company	590XA6116	Excess Liability	3/14/1974	3/14/1977	Unknown
Twin City Fire Insurance Company	TXS102551	Excess Liability	1/1/1983	1/1/1984	Unknown
Twin City Fire Insurance Company	TXS103082	Excess Liability	1/1/1984	1/1/1985	Unknown
Unigard Mutual Insurance Company	GL269655	Excess Liability	9/1/1972	4/2/1973	Unknown
Unigard Mutual Insurance Company	15103	Excess Liability	3/14/1974	3/14/1977	Unknown
Zurich American Insurance Company of Illinois	SXL8129215	Excess Liability	1/1/1983	1/1/1984	Unknown

Fill in this information to identify the case:

Debtor name Hopeman Brothers, Inc.
 United States Bankruptcy Court for the: Eastern District of Virginia
 (State)
 Case number (if known): 24-32428 (KLP)

Check if this is an amended filing

Official Form 206D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

- No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
- Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims

2. List in alphabetical order all creditors who have secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim.

Column A Amount of claim	Column B Value of collateral that supports this claim
Do not deduct the value of collateral.	

2.1 Creditor's name	Describe debtor's property that is subject to a lien	\$ _____	\$ _____
Creditor's mailing address	_____		
Creditor's email address, if known	Describe the lien		
Date debt was incurred	Is the creditor an insider or related party?		
Last 4 digits of account number	<input type="checkbox"/> No <input type="checkbox"/> Yes		
Do multiple creditors have an interest in the same property?	Is anyone else liable on this claim?		
<input type="checkbox"/> No <input type="checkbox"/> Yes. Specify each creditor, including this creditor, and its relative priority.	<input type="checkbox"/> No <input type="checkbox"/> Yes. Fill out <i>Schedule H: Codebtors</i> (Official Form 206H).		
_____	As of the petition filing date, the claim is:		
_____	Check all that apply.		
_____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed		

2.2 Creditor's name	Describe debtor's property that is subject to a lien	\$ _____	\$ _____
Creditor's mailing address	_____		
Creditor's email address, if known	Describe the lien		
Date debt was incurred	Is the creditor an insider or related party?		
Last 4 digits of account number	<input type="checkbox"/> No <input type="checkbox"/> Yes		
Do multiple creditors have an interest in the same property?	Is anyone else liable on this claim?		
<input type="checkbox"/> No <input type="checkbox"/> Yes. Have you already specified the relative priority? <input type="checkbox"/> No. Specify each creditor, including this creditor, and its relative priority.	<input type="checkbox"/> No <input type="checkbox"/> Yes. Fill out <i>Schedule H: Codebtors</i> (Official Form 206H).		
_____	As of the petition filing date, the claim is:		
_____	Check all that apply.		
_____	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed		

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any. \$ _____

Fill in this information to identify the case:

Debtor Hopeman Brothes, Inc.

United States Bankruptcy Court for the: Eastern District of Virginia
(State)

Case number 24-32428 (KLP)
(If known)

Check if this is an amended filing

Official Form 206E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

- No. Go to Part 2.
- Yes. Go to line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

		Total claim	Priority amount
2.1	Priority creditor's name and mailing address Christopher Lascell 6 Auburn Ct., Apt. 3 Brookline, Massachusetts 02246 Date or dates debt was incurred June 2024 Last 4 digits of account number _____ Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)(A)	As of the petition filing date, the claim is: \$ 5,400 <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Wages	\$ 5,400
2.2	Priority creditor's name and mailing address _____ _____ _____ Date or dates debt was incurred _____ Last 4 digits of account number _____ Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (____)	As of the petition filing date, the claim is: \$ _____ <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: _____ Is the claim subject to offset? <input type="checkbox"/> No <input type="checkbox"/> Yes	\$ _____
2.3	Priority creditor's name and mailing address _____ _____ _____ Date or dates debt was incurred _____ Last 4 digits of account number _____ Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (____)	As of the petition filing date, the claim is: \$ _____ <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: _____ Is the claim subject to offset? <input type="checkbox"/> No <input type="checkbox"/> Yes	\$ _____

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

		Amount of claim
<p>3.1 Nonpriority creditor's name and mailing address Approximately 2,700 asbestos claimants [see attached rider] _____ _____ _____</p> <p>Date or dates debt was incurred _____ Last 4 digits of account number _____</p>	<p>As of the petition filing date, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed</p> <p>Basis for the claim: _____</p> <p>Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p>	<p>\$ Unknown</p>
<p>3.2 Nonpriority creditor's name and mailing address Tammie Moses P.O. Box 7078 Charlottesville, Virginia 22902-5777</p> <p>Date or dates debt was incurred <u>June 2024</u> Last 4 digits of account number _____</p>	<p>As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p> <p>Basis for the claim: <u>Professional Services</u></p> <p>Is the claim subject to offset? <input type="checkbox"/> No <input type="checkbox"/> Yes</p>	<p>\$ 445</p>
<p>3.3 Nonpriority creditor's name and mailing address Adler, Pollock & Sheehan, P.C. One Citizens Plaza, 8th Floor Providence, Rhode Island 02903</p> <p>Date or dates debt was incurred <u>June 2024</u> Last 4 digits of account number _____</p>	<p>As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p> <p>Basis for the claim: <u>Professional Services</u></p> <p>Is the claim subject to offset? <input type="checkbox"/> No <input type="checkbox"/> Yes</p>	<p>\$ 575</p>
<p>3.4 Nonpriority creditor's name and mailing address Darger, Errante, Yavitz & Blau LLP 116 E. 27th St., 12th Floor New York, New York 10016</p> <p>Date or dates debt was incurred <u>June 2024</u> Last 4 digits of account number _____</p>	<p>As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p> <p>Basis for the claim: <u>Professional Services</u></p> <p>Is the claim subject to offset? <input type="checkbox"/> No <input type="checkbox"/> Yes</p>	<p>\$ 1,598</p>
<p>3.5 Nonpriority creditor's name and mailing address Gallivan, White & Boyd 55 Beattie Place, Suite 1200 Greenville, South Carolina 29603</p> <p>Date or dates debt was incurred <u>June 2024</u> Last 4 digits of account number _____</p>	<p>As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p> <p>Basis for the claim: <u>Professional Services</u></p> <p>Is the claim subject to offset? <input type="checkbox"/> No <input type="checkbox"/> Yes</p>	<p>\$ 873</p>
<p>3.6 Nonpriority creditor's name and mailing address Goodell, DeVries Law Firm One South Street Baltimore, Maryland 21202</p> <p>Date or dates debt was incurred <u>June 2024</u> Last 4 digits of account number _____</p>	<p>As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p> <p>Basis for the claim: <u>Professional Services</u></p> <p>Is the claim subject to offset? <input type="checkbox"/> No <input type="checkbox"/> Yes</p>	<p>\$ 2,860.33</p>

Part 2: Additional Page

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional NONPRIORITY creditors exist, do not fill out or submit this page. Amount of claim

3.7 Nonpriority creditor's name and mailing address As of the petition filing date, the claim is: \$ 1,140.50
 McGivney, Kluger & Gannon PC
 Check all that apply.
 Contingent
 Unliquidated
 Disputed
 Liquidated and neither contingent nor disputed
 23 Vreeland Road, Suite 220
 Florham Park, NJ 07932
 Basis for the claim: Professional Services
 Date or dates debt was incurred June 2024
 Is the claim subject to offset?
 No
 Yes
 Last 4 digits of account number _____

3.8 Nonpriority creditor's name and mailing address As of the petition filing date, the claim is: \$ 5,119.42
 Manning Gross & Massenburg LLP
 Check all that apply.
 Contingent
 Unliquidated
 Disputed
 125 High Street, 6th Floor
 Boston, Massachusetts 02110
 Basis for the claim: Professional Services
 Date or dates debt was incurred June 2024
 Is the claim subject to offset?
 No
 Yes
 Last 4 digits of account number _____

3.9 Nonpriority creditor's name and mailing address As of the petition filing date, the claim is: \$ 6,554.17
 Sinars Slowikowski Tomaska LLC
 Check all that apply.
 Contingent
 Unliquidated
 Disputed
 55 W. Monroe Street, Ste. 4000
 Chicago, Illinois 60603
 Basis for the claim: Professional Services
 Date or dates debt was incurred June 2024
 Is the claim subject to offset?
 No
 Yes
 Last 4 digits of account number _____

3.10 Nonpriority creditor's name and mailing address As of the petition filing date, the claim is: \$ 44,926.20
 Edlin Gallagher Huie & Blum
 Check all that apply.
 Contingent
 Unliquidated
 Disputed
 500 Washington St., Suite 700
 San Francisco, California 94111
 Basis for the claim: Professional Services
 Date or dates debt was incurred June 2024
 Is the claim subject to offset?
 No
 Yes
 Last 4 digits of account number _____

3.11 Nonpriority creditor's name and mailing address As of the petition filing date, the claim is: \$ _____

 Check all that apply.
 Contingent
 Unliquidated
 Disputed

 Basis for the claim: _____
 Date or dates debt was incurred _____
 Is the claim subject to offset?
 No
 Yes
 Last 4 digits of account number _____

Debtor

Name

Document Page 28 of 79

Case number (if known)

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

Total of claim amounts

5a. Total claims from Part 1

5a.

5,400
\$ _____

5b. Total claims from Part 2

5b.

+ 64,091.62
\$ _____

5c. Total of Parts 1 and 2

5c.

69,491.62
\$ _____

Lines 5a + 5b = 5c.

Hopeman Brothers, Inc.:

Schedule E/F, Part 2: Claimants Holding Asbestos-Related Claims
 EACH CLAIM LISTED ON THIS SCHEDULE IS CONTINGENT, DISPUTED AND UNLIQUIDATED

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
CUEVAS, MICHAEL	\$ 1,000	LAW OFFICES OF ALWYN H. LUCKEY	ALWYN H. LUCKEY	PO BOX 724	OCEAN SPRINGS	MS	39566
CUNNINGHAM, ROOSEVELT	\$ 1,000	LAW OFFICES OF ALWYN H. LUCKEY	ALWYN H. LUCKEY	PO BOX 724	OCEAN SPRINGS	MS	39566
PHARR (DEC), JAMES	\$ 1,000	LAW OFFICES OF ALWYN H. LUCKEY	ALWYN H. LUCKEY	PO BOX 724	OCEAN SPRINGS	MS	39566
SEYMOUR, HAROLD J., SR.	\$ 1,000	LAW OFFICES OF ALWYN H. LUCKEY	ALWYN H. LUCKEY	PO BOX 724	OCEAN SPRINGS	MS	39566
VEAZEY, GENE	\$ 1,000	LAW OFFICES OF ALWYN H. LUCKEY	ALWYN H. LUCKEY	PO BOX 724	OCEAN SPRINGS	MS	39566
WALKER, WILLIAM C.	\$ 1,000	LAW OFFICES OF ALWYN H. LUCKEY	ALWYN H. LUCKEY	PO BOX 724	OCEAN SPRINGS	MS	39566
MATEY, WILLIAM		ANAPOL, SCHWARTZ, WEISS & COHAN P.C.	LAWRENCE R. COHAN	1 LOGAN SQUARE, STE. 1600	PHILADELPHIA	PA	19103
DURONSLET (DEC), O'NEIL V., SR.		ARDOIN MCKOWEN & ORY (AMO)	DAVID W. ARDOIN	114 LAURA DRIVE, SUITE D	THIBODAUX	LA	70301
ARTHUR, ROBERT L.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
ABRAMS, LLOYD A.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
ADDICKS, GEORGE W.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
AUSTIN, HAROLD		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
BAILEY, WARREN		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
BAZE, HERBERT V.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
BLONDELL, HOLLISTER D.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
BODDIE, JOHN L.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
BRICE, ALPHONSO		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
BRINKMAN, PAUL H.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
BUNN, ELIAS		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
BURNS, RALPH C.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
CARMINE (DEC), CHARLES		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
CHISOLM, RICHARD T.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
CIULLA, PAUL J.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
CULPEPPER, THOMAS E.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
CURTIS, JIMMIE		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
DAVIS, WILLIAM EUGENE		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
DEAN, RUFUS		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
DOBBINS (DEC), JOHN DANIEL, SR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
DUNHAM, WILBUR E.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
EDMONDS, CLARENCE R.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
EDWARDS, JOHN JR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
FEATHERSTONE (DEC), SAM		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
FITZGERALD, ROBERT L.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
FLEMING, JAMES L., SR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
FLEMING, ZENUS M., JR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
FOLTZ, JAMES HENRY		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
FRANKLIN (DEC), CLARENCE E.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
FRANKLIN, WILLIAM R.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
GABLE, WILLIAM L., JR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
GAITHER, CARROLL		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
GARBIS, MORRIS		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
GARNER, JAMES C.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
GARRUS, CHARLES M., JR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
GERMAN, STEWART K., SR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
GOODWILL, JOSEPH R.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
GRANT, JOSEPH JR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
HALL, HORACE E.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
HALLEY, HERSCHEL H.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
HEBRON, WARREN J.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
HILL, JOE H.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
HINES (DEC), ALFRED D., SR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
HUTCHINGS, MERL J.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
INGRASSIA, FRANK J.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
JACKSON, MELVIN		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
JOHNSON (DEC), CLARENCE E.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
JOHNSON, ARTHUR W.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
KALINOWSKI, THOMAS A.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
KELLER, WILLIAM F.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
KLECZKOWSKI, IRENE T.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
LANE (DEC), JOE		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
LEE, ELIAS		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
LEJK, MELVIN F.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
LEWIS, JOHNNY E.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
MARABLE, JACK T.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
MARTIN , LEONARD L.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
MCARTHUR, MICHAEL W.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
MCDAVID, EARL M.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
MCNEILL, FOSTER SR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
MILLS, PAUL E.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
MOORING, JESSE J.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
MORTON, DELORES ANN		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
NIXON, LOUIS		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
NUSSBAUM, HARRY		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
PARKER, MARY A.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
POWELL, JOSEPH SR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
QUICK, WILLIE E., SR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
ROBINSON, NATHANIEL S.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
ROSS (DEC), DAVID J.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
RUOTOLO, PHILLIP G., SR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
SCHMIDT, JOSEPH E.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
SHARPE, BERNARD A.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
SMITH, JAMES F.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
SNEED, HENRY A., SR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
STANTON, JAMES H.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
STONE, ROBERT T.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
STURGILL, VOYNE J.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
SWANK, MICHAEL T.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
TODD, DAVID L.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
WALLACE, SYLVESTER M.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
WHITE, PATRICIA A.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
WICKHAM, VINCENT R.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
WOOD, ABRAHAM		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
YEATMAN, WILLIAM C.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
FIELDS, EVELYN		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
JOHNSON, FRANK W.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
LEE (DEC), LEROY		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
MCCLARY (DEC), JOHN H., SR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
CURTIS (DEC), JAMES WILLIAM		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
FLEMING, WILLIAM M., SR.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
MAZAN (DEC), VALENTINE JOHN		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
FALKENHAN (DEC), ROSE M.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
SCELSI (DEC), MARIANO J.		ASHCRAFT & GEREL	DOMINICK CALLELA	120 EAST BALTIMORE ST., STE. 1802	BALTIMORE	MD	21202
COBB, DAVID		BAILEY COWAN HECKAMAN	ALINA GREGORY	1360 POST OAK BLVD., STE. 2300	HOUSTON	TX	77056
ABADIE, ALBERT T.		BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
ABADIE, MITCHELL		BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
BATISTE, LLOYD H.	\$ 3,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
CHENEY (DEC), LLOYD G., SR.		BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
CLARK (DEC), JAMES J., SR.	\$ 3,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
CLEMENT (DEC), EDWARD H.	\$ 3,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
DUGAS (DEC), HOOVER PAUL	\$ 3,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
GUTHRIE, ALVA CHARLES	\$ 3,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
JOHNSON, JUNIUS JR.	\$ 3,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
KING, DONNIE	\$ 3,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
KITTRELL (DEC), WALTER S.	\$ 3,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
MITCHELL (DEC), JOSEPH MEDRIC	\$ 3,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
MORVANT, EARL JOSEPH	\$ 3,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
PLAISANCE, ABEL	\$ 3,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
SIETA (DEC), CLAUDE JOSEPH, SR.	\$ 3,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
THIBODEAUX, JOSEPH V.	\$ 3,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
MATRANA (DEC), NICHOLAS	\$ 6,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
GRANADE (DEC), CHURCHEL FERRIS	\$ 12,000	BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
LAGRANGE, IRMA LEE		BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
WAGUESPACK, LOUIS		BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
CHIASSON (DEC), PAUL D.		BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
GOMEZ, DAVID		BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212
MARCELLA (DEC), RONALD		BARON & BUDD	ROBERT E. GOULD	9465 WILSHIRE BLVD., STE. 460	BEVERLY HILLS	CA	90212

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
HARRIS (DEC), KENNETH CHARLES		BELLUCK & FOX, LLP	JORDAN FOX	546 5TH AVE., 4TH FLOOR	NEW YORK	NY	10036
MCCANN (DEC), WILLIAM EMMETT		BELLUCK & FOX, LLP	JORDAN FOX	546 5TH AVE., 4TH FLOOR	NEW YORK	NY	10036
GILLILAND (DEC), TERRY DAVID		BELLUCK & FOX, LLP	JORDAN FOX	546 5TH AVE., 4TH FLOOR	NEW YORK	NY	10036
LETTOW, ARTHUR		BELLUCK & FOX, LLP	JORDAN FOX	546 5TH AVE., 4TH FLOOR	NEW YORK	NY	10036
PITZHOLD, DAVID		BELLUCK & FOX, LLP	JORDAN FOX	546 5TH AVE., 4TH FLOOR	NEW YORK	NY	10036
RELLA, EUGENE O.		BELLUCK & FOX, LLP	JORDAN FOX	546 5TH AVE., 4TH FLOOR	NEW YORK	NY	10036
SIMMONS (DEC), STEPHEN LEWIS		BELLUCK & FOX, LLP	JORDAN FOX	546 5TH AVE., 4TH FLOOR	NEW YORK	NY	10036
HOTARD (DEC), PAUL		BIENVENU BONNECAZE FOCO	DAVID M. BIENVENU	4210 BLUEBONNET BLVD.	BATON ROUGE	LA	70809
MASTERS, WILLARD III		BLUE WILLIAMS LLP	BRIAN C. BOSSIER	3421 N. CAUSEWAY BLVD., STE. 900	METARIE	LA	70002
BORNE, REUBEN		BLUE WILLIAMS LLP	BRIAN C. BOSSIER	3421 N. CAUSEWAY BLVD., STE. 900	METARIE	LA	70002
BRACY, HORACE L.		BLUE WILLIAMS LLP	BRIAN C. BOSSIER	3421 N. CAUSEWAY BLVD., STE. 900	METARIE	LA	70002
DANDRY (DEC), MICHAEL		BLUE WILLIAMS LLP	BRIAN C. BOSSIER	3421 N. CAUSEWAY BLVD., STE. 900	METARIE	LA	70002
EVANS, MARVIN		BLUE WILLIAMS LLP	BRIAN C. BOSSIER	3421 N. CAUSEWAY BLVD., STE. 900	METARIE	LA	70002
LEWIS, BROUNNEY		BLUE WILLIAMS LLP	BRIAN C. BOSSIER	3421 N. CAUSEWAY BLVD., STE. 900	METARIE	LA	70002
MCINTYRE, WILLIAM		BLUE WILLIAMS LLP	BRIAN C. BOSSIER	3421 N. CAUSEWAY BLVD., STE. 900	METARIE	LA	70002
BOURGEAIS, DAVID		BLUE WILLIAMS LLP	BRIAN C. BOSSIER	3421 N. CAUSEWAY BLVD., STE. 900	METARIE	LA	70002
LAURENT, DENNIS J.		BLUE WILLIAMS LLP	BRIAN C. BOSSIER	3421 N. CAUSEWAY BLVD., STE. 900	METARIE	LA	70002
MATHERNE, HARRIS J., JR.		BLUE WILLIAMS LLP	BRIAN C. BOSSIER	3421 N. CAUSEWAY BLVD., STE. 900	METARIE	LA	70002
MORALES, OSCAR SR.		BLUE WILLIAMS LLP	BRIAN C. BOSSIER	3421 N. CAUSEWAY BLVD., STE. 900	METARIE	LA	70002
BAKER, ANDREW T.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BARBOUR, ROBERT A.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BARBOUR, ROBERT A.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BLUE, JEROME A., SR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
CAHA, ROBERT		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
CAIN, KENNETH		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
CALP, CHARLES W.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
DUNLAP (DEC), TURNER		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
FARBER, RICHARD		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
FISHELSON (DEC), JOSEPH		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
GARNES, OTIS		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
GRANT, ROBERT F.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
GRANT, ROBERT F.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
GREEN, RUDY V.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
HILLING, MARVIN F.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
KELLAM, BARBARA J.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
LAPAGLIA, THOMAS r.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
LAPAGLIA, THOMAS r.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
LOCKS, THOMAS L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
MERRIKEN, WILLIAM M.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
MILLER, ULYSSES J., JR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
MINOR, STEPHEN P.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
MINOR, STEPHEN P.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
MUELLER, JOHN V., SR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
NICHOLS, NORMAN M.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
NICHOLS, NORMAN M.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
PALUMBO, VINCENT F.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
PALUMBO, VINCENT F.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
SAWYER, ROBERT R.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
SMITH, WARRINGTON		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
STEVENSON, JAMES E.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
VENCILL, JAMES M.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
WILLHAUCK, LOUIS e.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
WINGFIELD, MICHAEL F.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
WORTHINGTON, LOUISE W.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
YELTON, ELMER		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
ANDERSON, DAVID L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
ARMSTEAD, RUDY W., JR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BALLOU, JAMES M.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BOWMAN, RODNEY		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BRICE, FREDERICK K.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BURDA, DORIS		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BUTLER, HARRY M., JR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
CARR, WOODY		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
CARTER, CHARLES F.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
CHEEKS, WILLIAM H., JR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
COLLINS, CURTIS G., SR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
COSBY, RICHARD N.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
DAVIS, CHARLES		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
DIXON, JOHN T., JR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
ELWOOD, WILLIAM C., SR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
EVANS, CLIFFORD J.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
FAISON, ROBERT		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
FARMER, WILLIE L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
FLORENTINE (DEC), THOMAS		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
GALES, CHARLES		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
GOLAMB, JOSEPH F.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
GOLAMB, JOSEPH F.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
GRAVES, WILLIE JR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
HARLEE, DENNIS E., SR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
HOWARD, LEVI J.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
HUTSON (DEC), HENRY		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
JACKSON, LINWOOD N.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
JONES, NORRIS W.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
JONES, ROGER L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
KELCH, TYRONE E.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
KERNS, LARRY G.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
LANGSTON, WALTER R., JR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
LOGAN, DEAN C.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
MCCULLERS, CORNELL L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
MILLS, LLOYD		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
NEWMAN, RICHARD L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
PERRY, LESTER O.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
PLUNKETT, EVERETT E.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
ROBINSON, JESSE		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
ROSE, JAMES H., JR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
STEWART, DELANCY SR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
TURNER, ROBERT L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
WALKER, DAVID V.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
WATSON, CALVIN		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
WILLIAMS , ROBERT B.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
WIMBUSH, CLAUDE		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
WOODS, JAMES		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BRANAGAN (DEC), THOMAS B.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BRANAGAN (DEC), THOMAS B.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BULETT (DEC), EDWARD L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BULETT (DEC), EDWARD L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
HARRIS (DEC), GILBERT J.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
HARRIS (DEC), GILBERT J.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
HARRIS (DEC), ROBERT S.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
HARRIS (DEC), ROBERT S.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
JACOBS, CARROLL W.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
JACOBS, CARROLL W.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
LEMON (DEC), JEFF		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
LEMON (DEC), JEFF		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
MULLEN, CHRISTIAN G.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
MULLEN, CHRISTIAN G.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
ROBINSON (DEC), LEONARD L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
ROBINSON (DEC), LEONARD L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
SAWYER, ROBERT R.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
SMITH (DEC), GLENN H.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
SMITH (DEC), GLENN H.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
TAYLOR (DEC), JEFFRO		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
TAYLOR (DEC), JEFFRO		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
THORNTON, AUBREY		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
THORNTON, AUBREY		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
TRUSTY (DEC), FREDERICK L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
TRUSTY (DEC), FREDERICK L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
YELTON, ELMER		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
ALLEN (DEC), BERNARD		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
ALLEN (DEC), BERNARD		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BLUE, JEROME A., SR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BROWN (DEC), WILLIAM F.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BROWN (DEC), WILLIAM F.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
BUCHHOLZ, JOSEPH X.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
BUCHHOLZ, JOSEPH X.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
CALVERT, FRANKLIN P.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
CALVERT, FRANKLIN P.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
CURRY (DEC), GEORGE N., JR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
CURRY (DEC), GEORGE N., JR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
DOWNNS, RALPH SR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
DOWNNS, RALPH SR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
DUKE (DEC), HYATT A.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
EASTO (DEC), MICHAEL P.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
EASTO (DEC), MICHAEL P.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
FISHER, GREGORY L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
FISHER, GREGORY L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
HUMPHREY (DEC), JOHNNIE L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
HUMPHREY (DEC), JOHNNIE L.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
JACKSON (DEC), CHARLES H.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
JACKSON (DEC), CHARLES H.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
KLINGELHOFER (DEC), MARION G., JR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
KLINGELHOFER (DEC), MARION G., JR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
MEYERS (DEC), RICHARD J.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
MEYERS (DEC), RICHARD J.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
PARKER (DEC), DONALD		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
PARKER (DEC), DONALD		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
PIPER (DEC), OSCAR		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
PIPER (DEC), OSCAR		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
RETTMAN, JOSEPH G.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
RETTMAN, JOSEPH G.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
STERLING (DEC), RUDOLPH		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
STERLING (DEC), RUDOLPH		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
SWEET (DEC), EMIL M.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
WILLIAMS , ROBERT B.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
WILLS (DEC), CLORINE S.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
WINGFIELD, MICHAEL F.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
ASHBROOK (DEC), ARTHUR S., JR.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
CARLTON, ROY M.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
RHODES (DEC), EARL J.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
RHODES (DEC), EARL J.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
RHODES (DEC), EARL J.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
RHODES (DEC), EARL J.		BODIE DOLINA HOBBS FRIDDELL	JAMES T. SMITH	305 WASHINGTON AVE., STE. 300	TOWSON	MD	21204
SHIRAH, ALTON		BOLING LAW FIRM LLC	JEREMIAH BOLING	541 JULIA STREET, STE. 300	NEW ORLEANS	LA	70130
DITCHARO, ANTHONY J.		BOLING LAW FIRM LLC	JEREMIAH BOLING	541 JULIA STREET, STE. 300	NEW ORLEANS	LA	70130
CHESTNEY, JAMES		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
AY (DEC), CHARLES		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
BRICHOUX (DEC), MICHAEL		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
DUNBARR, DANIEL		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
DURKEE, DONALD		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
HANNON (DEC), LAWRENCE		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
HARNES, DAVID		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
HARRIS (DEC), TOSHIYO		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
JOHNSON, NORMAN		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
MCKINNEY, ERNEST		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
MEEHAN, PATRICK		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
MOORE, ALBERT SR.		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
BOHANNAN, DAVID		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
LOWERY (DEC), SUEZETTE		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
RASH, WILLIAM		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
BUTTERFIELD (DEC), CHARLOTTE		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
DURENBERGER (DEC), DONNA	\$ 7,500	BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
LUNCH (DEC), ROBERT	\$ 47,500	BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
LYTLE, VERLE	\$ 9,000	BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
MATEL (DEC), EMMA	\$ 12,500	BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
MURRAY (DEC), ANNE LEE		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
CRICE (DEC), BURNETT L.		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
FORD (DEC), ROBERT SR.		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
FORD (DEC), ROBERT SR.		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
STEFANI, LOUIS		BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
VAN HULL, MICHAEL	\$ 47,500	BRAYTON PURCELL LLP	ALAN BRAYTON	PO BOX 6169, 222 RUSH LANDING RD.	NOVATO	CA	94948
AGUILAR, MARTIN		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
BROOKS, LIONEL		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
OPONIK, JOHN		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
PONTE, FRANCIS		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
WELKER, GEORGE		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
BELL, LARRY J.		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
BEAUFORD, GARRY		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
BIGELOW, GARY		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
ECK, ROBERT		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
GIAMPIETRO, VINCENT		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
HALL, LOUIS		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
IAEGER, FREDERICK		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
LINZ, DAVID		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
MCGURK, ROBERT		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
MCNEAL, LARRY		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
ASBURY, JAMES		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
GABRIS (DEC), ANTHONY M., SR.		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
KRAUSS (DEC), LORETTA		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
WEDLER, WILLIAM		BROOKMAN, ROSENBERG, BROWN & SANDLER	LARRY H. BROWN	30 SOUTH FIFTEENTH ST., 17TH FLOOR	PHILADELPHIA	PA	19102
MINIFEE, JOHN D.		CAMPBELL, HARRISON, DOVE, STEAKLEY	BILLY H. DAVIS, JR.	5 RITCHIE ROAD	WACO	TX	76712
PLOWMAN, MICHAEL E.		CAMPBELL, HARRISON, DOVE, STEAKLEY	BILLY H. DAVIS, JR.	5 RITCHIE ROAD	WACO	TX	76712
FROME, JOSEPH M.		COOPER & TUERK LLP	CARL E. TUERK, JR.	201 N. CHARLES ST., STE. 2300	BALTIMORE	MD	21201
HAMBRUCH (DEC), HENRY F., JR.		COOPER & TUERK LLP	CARL E. TUERK, JR.	201 N. CHARLES ST., STE. 2300	BALTIMORE	MD	21201
BOWERS, DONALD LEE		COOPER & TUERK LLP	CARL E. TUERK, JR.	201 N. CHARLES ST., STE. 2300	BALTIMORE	MD	21201
SHUPP (DEC), BERNARD CARL		COOPER & TUERK LLP	CARL E. TUERK, JR.	201 N. CHARLES ST., STE. 2300	BALTIMORE	MD	21201
BENYARD, JOHN L., JR.	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
BYRD, CHARLIE J.	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
CLAUSELL, ROSIE M.	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
DANLEY, HERMAS F.	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
DUBOSE (DEC), OLLIE F.	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
DUNLAP, ROBERT S., SR.	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
FAULK (DEC), RICHARD HUBERT, SR.	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
FULLER (DEC), HELEN YVONNE DALE	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
GREEN (DEC), CHARLIE T.	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
HARTFIELD, NATHANIEL	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
O'CONNOR, WILLIAM A., JR.	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
PARKER, LEROY	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
RANDOLPH (DEC), THEODUS R.	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
REESE, SHIRLEY M.	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
WILLIAMS, FREDDIE L.	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
WINBORN (DEC), WOODIE N.	\$ 1,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
ADAS, AHMAD		CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
GREENE, LEONARD	\$ 2,000	CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
QUINN, JOHN		CUMBEST, CUMBEST, HUNTER & MCCORMICK, P.A.	DAVID O. MCCORMICK	PO BOX 1287, 729 WATTS AVE.	PASCAGOULA	MS	39567
BALLARD, IZARD		D. WILLIAM VENABLE	D. WILLIAM VENABLE	205 S. HOOVER BLVD., SUITE 202	TAMPA	FL	33609
SUMTER, THOMAS A.		D. WILLIAM VENABLE	D. WILLIAM VENABLE	205 S. HOOVER BLVD., SUITE 202	TAMPA	FL	33609
TAYLOR, WILLIE		D. WILLIAM VENABLE	D. WILLIAM VENABLE	205 S. HOOVER BLVD., SUITE 202	TAMPA	FL	33609
HARLEE, DENNIS E., SR.		D. WILLIAM VENABLE	D. WILLIAM VENABLE	205 S. HOOVER BLVD., SUITE 202	TAMPA	FL	33609
ALLEN (DEC), BERNARD		D. WILLIAM VENABLE	D. WILLIAM VENABLE	205 S. HOOVER BLVD., SUITE 202	TAMPA	FL	33609
DONNATIN (DEC), JOHN C.		DEAN OMAR BRANHAM SHIRLEY, LLP	JESSICA M. DEAN	302 N. MARKET ST.	DALLAS	TX	75202
SMALLEY (DEC), FREDERICK H., III		DEAN OMAR BRANHAM SHIRLEY, LLP	JESSICA M. DEAN	302 N. MARKET ST.	DALLAS	TX	75202
KENDRICK (DEC), WILLIAM RUDOLPH		Deaton Law Firm	T. RYAN DEATON	103 E. DENMAN AVE.	LUFKIN	TX	75901
CAYER, ROBERT		EARLY LUCARELLI SWEENEY & MEISENKOTHEN LLP	JAMES EARLY	PO BOX 1866, 265 CHURCH ST., 11TH FL	NEW HAVEN	CT	06510-1866
JOHNSTONE, DONALD		EARLY LUCARELLI SWEENEY & MEISENKOTHEN LLP	JAMES EARLY	PO BOX 1866, 265 CHURCH ST., 11TH FL	NEW HAVEN	CT	06510-1866
KRAMER, FRANCIS		EARLY LUCARELLI SWEENEY & MEISENKOTHEN LLP	JAMES EARLY	PO BOX 1866, 265 CHURCH ST., 11TH FL	NEW HAVEN	CT	06510-1866
MAERTZ (DEC), BRUCE		EARLY LUCARELLI SWEENEY & MEISENKOTHEN LLP	JAMES EARLY	PO BOX 1866, 265 CHURCH ST., 11TH FL	NEW HAVEN	CT	06510-1866
GRADY, WILLIAM		EDWIN M. SHORTY, JR. & ASSOCIATES	EDWIN SHORTY	650 POYDRAS ST.	NEW ORLEANS	LA	70130
ADDISON, TOMMY LEE		F. GERALD MAPLES	GERALD MAPLES	1050 S. JEFFERSON DAVIS PKWY, STE 241	NEW ORLEANS	LA	70125
SACON, LIONEL		FERRARO & ASSOCIATES, P.A.	JAMES L. FERRARO	4000 PONCE DE LEON BLVD., STE. 700	MIAMI	FL	33146
TORRES, MICHAEL S.		FERRELL LAW GROUP	JAMES C. FERRELL	6226 WASHINGTON AVE., STE. 200	HOUSTON	TX	77007
BOLAR, ELI C., JR.	\$ 50,000	FERRELL LAW GROUP	JAMES C. FERRELL	6226 WASHINGTON AVE., STE. 200	HOUSTON	TX	77007
BRELAND, GEORGE T.	\$ 50,000	FERRELL LAW GROUP	JAMES C. FERRELL	6226 WASHINGTON AVE., STE. 200	HOUSTON	TX	77007
MALONE (DEC), SAMUEL D.		FLINT LAW FIRM, LLC	ELAINE STACK	PO BOX 930, 112 MAGNOLIA DR.	GLEN CARBON	IL	62034
ANKIEL (DEC), WILLIAM JR.		FROST LAW FIRM	ANDREW SEITZ	273 WEST 7TH ST.	SAN PEDRO	CA	90731
SKIDMORE, KURT LAWRENCE	\$ 35,000	GETTYS LAW GROUP	LAWRENCE G. GETTYS	9191 SIEGEN LANE, BLDG. 7	BATON ROUGE	LA	70810
HARRIS, JAMES J.		GLASSER & GLASSER, PLC	RICHARD GLASSER	580 E. MAIN ST., STE. 600	NORFOLK	VA	23510
UNKNOWN, PLAINTIFF'S		GLASSER & GLASSER, PLC	RICHARD GLASSER	580 E. MAIN ST., STE. 600	NORFOLK	VA	23510
WARD, HENRY		GLASSER & GLASSER, PLC	RICHARD GLASSER	580 E. MAIN ST., STE. 600	NORFOLK	VA	23510

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
HALL, RUSSELL M.		GLASSER & GLASSER, PLC	RICHARD GLASSER	580 E. MAIN ST., STE. 600	NORFOLK	VA	23510
LARKIN, TIMOTHY P.		GLASSER & GLASSER, PLC	RICHARD GLASSER	580 E. MAIN ST., STE. 600	NORFOLK	VA	23510
LONG, ARTHUR		GLASSER & GLASSER, PLC	RICHARD GLASSER	580 E. MAIN ST., STE. 600	NORFOLK	VA	23510
TAWNEY, SIDNEY L.		GLASSER & GLASSER, PLC	RICHARD GLASSER	580 E. MAIN ST., STE. 600	NORFOLK	VA	23510
WARD, JOHN D.		GLASSER & GLASSER, PLC	RICHARD GLASSER	580 E. MAIN ST., STE. 600	NORFOLK	VA	23510
PITZER (DEC), MORRIS DUANE		GOLD LAW FIRM	ROGER GOLD	555 MONTGOMERY ST., STE. 605	SAN FRANCISCO	CA	94111
WILSON, WILLIAM		GOLD LAW FIRM	ROGER GOLD	555 MONTGOMERY ST., STE. 605	SAN FRANCISCO	CA	94111
GOSS (DEC), HOWARD J.		GOLD LAW FIRM	ROGER GOLD	555 MONTGOMERY ST., STE. 605	SAN FRANCISCO	CA	94111
BARR, GERALD EUGENE		GOLDBERG, PERSKY & WHITE, P.C.	THEODORE GOLDBERG	11 STANWIX ST.	PITTSBURGH	PA	15222
FAUST, DONALD ROBERT		GOLDBERG, PERSKY & WHITE, P.C.	THEODORE GOLDBERG	11 STANWIX ST.	PITTSBURGH	PA	15222
FORSTER (DEC), RAYMOND W.		GOLDBERG, PERSKY & WHITE, P.C.	THEODORE GOLDBERG	11 STANWIX ST.	PITTSBURGH	PA	15222
LESTER, CHARLES EDWARD		GOLDBERG, PERSKY & WHITE, P.C.	THEODORE GOLDBERG	11 STANWIX ST.	PITTSBURGH	PA	15222
ARMIGER (DEC), GERALD PAUL		GOLDBERG, PERSKY & WHITE, P.C.	THEODORE GOLDBERG	11 STANWIX ST.	PITTSBURGH	PA	15222
ARVIG (DEC), CHARLES MILNE	\$ 10,000	GOLDBERG, PERSKY & WHITE, P.C.	THEODORE GOLDBERG	11 STANWIX ST.	PITTSBURGH	PA	15222
HOOD, CLIFTON LEE		GOLDBERG, PERSKY & WHITE, P.C.	THEODORE GOLDBERG	11 STANWIX ST.	PITTSBURGH	PA	15222
MANNING (DEC), MORRIS		GOLDBERG, PERSKY & WHITE, P.C.	THEODORE GOLDBERG	11 STANWIX ST.	PITTSBURGH	PA	15222
SCHINELLA (DEC), VALERIE		GOLDBERG, PERSKY & WHITE, P.C.	THEODORE GOLDBERG	11 STANWIX ST.	PITTSBURGH	PA	15222
BIGHAM (DEC), HARRY J.		GOLDBERG, PERSKY & WHITE, P.C.	THEODORE GOLDBERG	11 STANWIX ST.	PITTSBURGH	PA	15222
ZENGEL (DEC), EARL		GOLDBERG, PERSKY & WHITE, P.C.	THEODORE GOLDBERG	11 STANWIX ST.	PITTSBURGH	PA	15222
CHARVAT, THOMAS J.		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
CIOCIOLA, FRANCIS		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
GATLING, JAMES R.		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
HAMLETT, THOMAS		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
HEPNER, JAMES		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
HERRINGTON, JAMES		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
HEWITT, GARY W.		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
MARROW, HARRY W.		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
MILES (DEC), ALFRED D.		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
THOMAS, BUNYAN T.		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
TONEY, EVANDER SR.		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
WEBB, WILLIAM H.		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
WILLIAMS, DAVID A.		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
NALLEY, PAUL F.		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
CARTER (DEC), LILLIAN JERALDINE		GOODMAN, MEAGHER & ENOCH, LLP	JOHN AMATO IV	100 N. CHARLES ST., STE. 1610	BALTIMORE	MD	21201
DEMPSTER, CALLEN L.		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
HARRIS, DENNIS		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
PREJEANT, HILDA		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
SMITH, HYE		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
BECKER, PATRICIA		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
BOUDREAU, BETTY		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
BOUDREAU, BETTY		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
BOUTTE, SHELTON SR.		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
BRIDGES (DEC), SANDRA		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
CLARK, WILLIE M.		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
RODRIGUEZ, KEITH		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
GOODING (DEC), JAMES GRANT		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
JACKSON, PATRICIA		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
JACKSON, PATRICIA		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
MARCELLA (DEC), RONALD		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
MATHERNE (DEC), ROSEANNA		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
RAGUSA, FRANK P., JR.		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
RIVET, TOMMY P.		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
SANCHEZ, ELRIDGE JOSEPH, JR.		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
TABOR, ETHEL		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
THIBODEAUX, REED		IRWIN FRITCHIE URQUHART & MOORE	GUS FRITCHIE	400 POYDRAS ST., STE. 2700	NEW ORLEANS	LA	70130
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HOUSER, CHARLES P		KOTSATOS LAW PLLC	JOHN KOTSATOS	717 WASHINGTON ST.	EASTON	PA	18042
LEBOEUF, NOLAN J., JR.		LANDRY & SWARR, LLC	MICKEY P. LANDRY	1100 POYDRAS ST., STE. 2000	NEW ORLEANS	LA	70163
MCCELWEE, ROBERT J.		LANDRY & SWARR, LLC	MICKEY P. LANDRY	1100 POYDRAS ST., STE. 2000	NEW ORLEANS	LA	70163
DITCH (DEC), ROBERT SR.		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
HOPKINS, WAYNE M.		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
JACKSON, DONALD L.		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
WILSON, JANE CATHERINE		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
HENDERSON (DEC), ROBERT F.		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
HUSKINS, LARRY G.		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
KING (DEC), BILLY E.		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
KNOX, BRUCE E.		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
MEADOWS, KENNETH E.		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
SMITH, JOE WILLIE		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
WHYE, WENDELL ELWOOD		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
COLEMAN (DEC), FREDERICK W.		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
JAMERSON, JOSEPH		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
MOORE (DEC), LOUIS		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
REIBER (DEC), WILLIAM H., SR.		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
BROWN (DEC), EARL E.		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
HOLMES (DEC), ERNESTEEN ROOSEVELT		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
JOHNSON (DEC), CLARENCE R.		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
LEMON, LUDIER		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
PRINGLE (DEC), RUDOLPH		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
REESE (DEC), ELIJAH		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
THOMPSON (DEC), FRANCIS		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
YINGLING (DEC), MICHAEL EDWARD		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
ALLEN (DEC), JAMES		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
MASON, ROBERT L, JR.		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
ORLANDO (DEC), JOSEPH A., SR.		LAW OFFICES OF CLIFFORD CUNIFF	CLIFFORD CUNIFF	238 WESTWOOD RD, #G	ANNAPOLIS	MD	21401
JETER, HAROLD L.	\$ 1,000	LAW OFFICES OF G. PATTERSON KEAHEY, JR., P.C.	G. PATTERSON KEAHEY, JR.	ONE INDEPENDENCE PLAZA, STE. 814	BIRMINGHAM	AL	35209
MILLER (DEC), DELMER STONE	\$ 1,000	LAW OFFICES OF G. PATTERSON KEAHEY, JR., P.C.	G. PATTERSON KEAHEY, JR.	ONE INDEPENDENCE PLAZA, STE. 814	BIRMINGHAM	AL	35209
ARTIS, JAMES LEWIS. SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ARTIS, MICHAEL ANTHONY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BASS, LINWOOD V., III		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BAZEMORE, ARCHIE LEE, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BEAMON, KAVONZO M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BELLAMY, WILLIE ARUTHUR		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BLACK, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BLACKLEY, DOROTHY EXUM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOND, JOANNE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOONE, ERMA L		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOONE, WILLIAM OTIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROTHERS, ROY LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CAMERON, RUFUS GORDON, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHERRY, ROGERS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHRISMAN, ANN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COOPER, MEDENIA GAY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
D'AMICO, ERMANNNO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DARDEN, JOSEPH EDWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAVIS, DENVIP SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAVIS, VARNEY GENE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ELLIOTT, THERMAN LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EVANS, PATRICIA LOGRETTA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FERRELL, ANNETTE T.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FISHER, CAY ALAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRAHAM, KENNETH LAVON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, CHARLES LARUE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, ETHELYN BEST		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, GERALDINE GERTRUDE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, JACQUELINE PATRICIA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HAYWOOD, FREDDIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLOWAY, VYNELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JENNINGS, ANNIE ISABELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JOHNSON, LORETTA COUSSIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, LINWOOD NORMAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KIAH, CURTIS A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEWIS, ANNE CAROL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LYONS, BILLIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MARROW, DELORIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCKETHAN, DIANE G.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MEADOWS, ROBERT NEWTON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MITCHELL, JACOB		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
MONTEITH, MARY ALICE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MOREHEAD, GORMAN JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NIXON, ANN ELIZABETH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PORTER, GERALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
POWELL, DIANNE ELIZABETH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SARLO (DEC), RONALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SAUNDERS, ROGER LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCOTT, CHARLES WILLARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SEYMORE, WILLARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SHEPHERD, STANLEY JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SINGLETON, LUCRETIA KEELING		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, KENNETH RAY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STAGG, SARAH LAVON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STANLEY, WOODROW L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STOKLEY, BRENDA CECILE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TAYLOR, ISAAC		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
THOMAS, ROBERT JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TILLERY, STANLEY OHMAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WATSON, CHERYL D.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHISENANT, DONNA CASH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITLOCK, EDWIN CLIFTON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, CATHERINE FORD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, LYNN PERCELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, RUTH DIANNE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, JAMES EARL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, PAUL LAWRENCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOOD, DELILAH E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOODARD, STEPHEN A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOODLEY, MARY CLAUDETTE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOODS, FRANK		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOODS, JAMES DANIEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HAWKINS, FLORENCE SARAH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NETTLES, MARGARET A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SALLEY, MERRIEL YVONNE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ADAMS, CONNELL J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ADAMS, DELBERT CECIL, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ADAMS, IRVING T.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ADAMS, JANIS W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ADAMSON, HAROLD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ADAMSON, JOHN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ADVINCULA, SOLOMAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ALCARAZ, GEORGE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ALEXANDER, FOSTER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ALLEN, EUGENE CLAUDE, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ALLEN, KAREN ALEASE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ALLEN, RICKY SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ALLEN, SAMUEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ALSTON, HELEN K.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ALSTON, ISAAC JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ALSTON, JAMES J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ALSTON, LUCIUS EDWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ALT, MICHAEL F., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
AMORY, HARRY STEWART		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
AMOS, DELORES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
AMOS, LACY E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ANARINO, LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ANDERSON, ERNEST HOLIDAY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ANDERSON, GERALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ANDERSON, SHEARON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ANDERSON, SID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ANDERSON, THOMAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ANONGOS, MARCELO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ANTHONY, DOROTHY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ANTHONY, KILVIN SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ANTOL, PATRICK W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ARMSTRONG, VENUS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ARNOLD, LESLIE PERCIL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
ARTIS, CLARENCE J., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ASHBURN, DOROTHY D.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ASHBURN, JOHN JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ASHBURN, RALPH BERNARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ASHER, ANTHONY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ASKEW, KELVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ATKINS, OLIVER JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ATKINS, RICHARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
AURSBY, CAREY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
AURSBY, JANET CRAIL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
AUSTIN, GARY SHANE, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
AUSTIN, WILLIAM EDWARD, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
AVANT, JOSEPH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BACON, DOUGLAS ROGER, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BAGNELL, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BAILEY, MARINETT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BAILEY, STANLEY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BAKER, ALVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BAKER, PHILLIP		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BAKER, PHYLLIS BYNUM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BALAGTAS, ROY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BALDWIN, HERMAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BALLARD, GLORIA ELAINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BANGALAN, CONRAD OLEA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BANKS, ANTHONY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BANKS, DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BANKS, EDWIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BARBEE, KENNETH WAYNE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BARBER, ERNEST		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BARBER, MAURICE WORTHAM, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BARBER, MORRIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BARNES, DONNIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BARNEY, ANTHONY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BARRINGER, EDWARD JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BARROW, ELEANOR R.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BARTELL, ALCELIUS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BARTON, WALTER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BASNIGHT, GEORGE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BASNIGHT, SHIRLEY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BASNIGHT, WADE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BATES, THOMAS JOHN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BATTS, THOMAS EARL, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BAYNARD, MATTIE MCCLUNEY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BAYNES, JOHN JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BAYNES, JUANITA LOIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BAZEMORE, PAUL L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BEALE, JAMES R. JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BEALL, WILLIAM E., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BEHRENDT, WILLIAM A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BELCHER, PANSY J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BELL, ALBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BELL, JOSEPH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BELL, RAYMOND		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BELL, ROSALYN VERNON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BELLAMY, ARCHIE LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BELLAMY, DORIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BELLARD, JOHNNY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BENNETT, JACKSON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BENNETT, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BENSON, BARBARA J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BERGER, JOHN A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BERNARD, PAUL LAWRENCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BESS, FORREST III		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BESS, GEORGE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BESS, STEVANNIA HENDRICKS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BEST, MARGARET WIGGINS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BILLING, JOHN WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
BILLUPS, LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BILLUPS, REGINALD BUTLER, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BILLUPS, SHELTON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BLACK, REGINALD JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BLACKMAN, RALPH ANTHONY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BLACKWELL, BRENDA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BLACKWELL, JOE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BLAND, HARRY JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BLANKENSHIP, WILLIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BLOUNT, SANFORD C., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BLUEFORD, JOHN C., SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BLUNT, HAZEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOLLING, JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOND, LAURA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BONEY, GLORIA LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BONEY, MELVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BONIFACIO (DEC), LEILA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOOKER, CHRISTINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOOKER, CLARENCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOONE, MELVIN C.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOOTHE, MARY T.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BORAM, RICHARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BORCHARDT, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOUBAROPOULOS, ANDREW		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOWEN, LOUIS NEWMAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOYD, ELVAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOYKIN, SUSIE LEE-BAILEY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOYLE, SHERRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRACY, MALCOLM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRADLEY, EDWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRADSHAW, LINDA J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRAGG, DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRAGG, WANDA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRANCH, MARGARET GIVENS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRAYE, ADOLPHIE M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRAYE, SHEILA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRIDGERS, DENNIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRIDGERS, DIANA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRINKLEY, JORDAN LYNN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRINKLEY, SANDRA LEIGH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRITE, ELLIOTT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRITE, SHIRLEY MARIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROOKS, JACQUELINE M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROOKS, MARY BELLE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROOKS, MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROOKS, RALPH VINCENT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROOKS, WILLIS J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROTHERS, JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROTHERS, JOHN EDDIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROTHERS, PETER ALFONZA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROTHERS, RONNIE A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, DAVID E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, HIAWATHA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, JACQUELYN W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, JEROME		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, JOYCE M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, LARRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, LAWRENCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, LOUIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, MAGDALEINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, MARK		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, RICARDO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, WENDELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, WILLIAM T., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, WILLIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRYANT, EARL L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BRYANT, VERNON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
BUDZYNSKI, FRANK J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BULLOCK, MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BURKE, JEFFERSON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BURNES, MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BURNS, CHARLES MATHIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BURROUGHS, MARION		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BURROWS, MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BURRUS, CEDRIC		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BURWELL, DOROTHY LEA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BUSS, JAMES E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BUTLER, DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BUTLER, PAUL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BUTLER, SAMUEL LEE, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BUTTS, DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BUTTS, LEVERY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BUTTS, WENDELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BYNUM, MELTON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CADORIA, ADRIAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CAFFEY, GEORGE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CAHILL, EUGENE JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CALDWELL, BETTY H.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CALLAHAN, WILLIAM ALEX		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CALVERT, JOHN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CAMPBELL, ELIZABETH HERRING		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CARIN, BILLY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CARINGAL, JOSE GUERRA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CARLTON, CECIL WAYNE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CARPENTER, CALVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CARPENTER, PEGGY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CARPENTER, TYRONE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CARTER, EUGENE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CARTER, LARRY BERNARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CASE, RALPH DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CASEBOLT, ROBERT SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CASH-SANFORD, CYNTHIA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CERCEO, ALBERT FRANK, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHALFANT, WILLIAM E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHANDLER, MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHANNEY, RAYMOND		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHANG, SOON H.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHAPLIN, WILLIAM LUTHER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHARITY, FRANCES REBECCA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHARLES, ELSTER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHEATHAM, DIETRIET DIANE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHEATHAM, SOLOMON JR		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHERRY, DELORES G.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHERRY, JOHN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHERRY, LONNIE R.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHERRY, PURNELL SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CHRISTIAN, ANDREW L., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CLACK, ANGELIA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CLARK, HERBERT LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CLARK, MARY VICTORIA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CLARK, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CLARKE, THELMA ALFREAEA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CLARY, ROBERT C.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CLEMONS, W. FRANK, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CLOBRIDGE, RONALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COLLINS, ALTON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COLLINS, LEWIS SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COLLINS, LINDA C.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COLLINS, SEBASTIAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COLUCCI, ALICE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COLYER, ROBERT VERNON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COMMANDER, OTIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CONANT, CHIEFTAIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CONCEPCION, RODOLFO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
CONYERS, RUBEN ELLIX		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COOK, HAROLD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COOKE, CHARLENE T.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COOPER, ALICE LOUISE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COOPER, NANCY B.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COPELAND (DEC), VERNON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COPELAND, BENJAMIN JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COPELAND, DAVID SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COPELAND, DENNIS LAMORE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COPELAND, ERVIN GLENWOOD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COPELAND, LORENZO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CORPREW, ROBERT LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COSTON, HAROLD DOUGLAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COTTON, WILBERT JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COUNCIL, CAROLYN J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COUNTS, MAGGIE WILLIAMS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COX, JOHN BERNARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CRADLE, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CRAIG, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CRANE, BOBBY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CRANE, LARRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CRANE, RICHARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CRAPS, DUANE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CRAYTON, BUENA R.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CREECY, MILFORD F.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CREEKMORE, EMMETT LEROY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CREEKMORE, SHERMAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CRITTENDEN, PHYLLIS F.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CROCKETT, RUSSELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CROSS, ARTHUR LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CROSS, EMILY M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CROSS, ROGERS LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CRUMP, ANTHONY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CRUMPLER, HORACE R.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CRUZ, ALBERTO F.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CUFEE, REGINALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CUFEE, ROBERT MATTHEW		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CUTRIGHT, LARRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DANIEL, CLARENCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DANIELS, BOBBY MCKINLEY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DANIELS, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DARBY, KATHY ANN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DARDEN, LARRY A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAVENPORT, GEORGIE IRENE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAVENPORT, HERBERT CLARENCE, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAVIS, ALBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAVIS, ALEXANDER JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAVIS, CARL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAVIS, CARL VERNON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAVIS, GLENN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAVIS, GROVER JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAVIS, HAROLD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAVIS, JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAVIS, MARGERY LORRAINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAVIS, RALPH WARREN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAWSON, DENNIS L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DAY, URSULUS DECOSTA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DELOATCH, FRANCIS MARIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DELOATCH, LEANDER SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DELOST, JOHN MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DELPHIA, GERALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DELPHIA, HAROLD J., III		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DELPHIA, LISA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DENNARD, THOMAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DESHIELDS, FRANK		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DICKENS, HELEN LOUISE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DICKERSON, SHELBY JEAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
DIDIO, CARL F.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DIDIO, LOUIS PHILLIP		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DIEHL, GARY E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DIGGS, ALONZO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DIGGS, CAROL B.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DIMARINO, KAREN G.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DIXON (DEC), THOMAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DIXON , SAMUEL JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DORSEY, CHARLIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DOTSON, ROBERT RAY, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DOUGHTEN, JERRY WAYNE, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DOUGLAS, DONALD LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DOWDELL, FRED JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DOWDY, CHARLENE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DOWDY, OLIVET JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DOXEY, JOHN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DRAINER, DAVID LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DRAKE, RAYMOND EZRA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DREW, CALVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DREW, GEORGE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DUDLEY, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DUNN, ROSE M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DUNSTON, JOHN W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DURHAM, STEVE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DUTCH, JAMES MILTON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EASON, BERNICE NICOLA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EASON, GAIL F.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EASON, JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EBRON, SAMUEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ECHOLS, EMMA H.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EDGE, JERRY N.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EDMOND, CLYDE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EDMOND, ELSIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EDMUNDSON, CLIFTON JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EDWARDS, BETTY FORREST		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EDWARDS, DEWEY SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EDWARDS, LOIS D.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EDWARDS, MELVIN RAY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EDWARDS, SILAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EDWARDS, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ELEY, ANNETTE DREWERY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ELEY, THOMAS LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ELLIOTT, CURTIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ELLIOTT, LLOYD ANTHONY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ELLIS, JEAN AUVER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ELLIS, ROBERT GUY, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ELLIS, TIMOTHY LACY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ELY, RICHARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ENGLE, MARGARET ELLEN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ENGLES, EDWARD RUSH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ENNIS, DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EPPS, CALVIN CLERDIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EPPS, JOHN ALEXANDER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EPPS, RICKY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EPPS, WILLIAM HENRY, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ERBY, JOHN MADISON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ESPINOSA, REMIGIO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ESTES, GERALD EDWIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ESTES, RICKY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ETHERIDGE, BOBBY N.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EURE, JESSE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EVANS (DEC), LARRY M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EVANS, AMOS ROLAND, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EVANS, CARROLL JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EVANS, GEORGE EDWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EVANS, JOHN W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EVANS, LEE MARVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
EVANS, MURRAY NEIL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EVANS, PEGGY ANN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EVANS, RENA ANN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EVANS, ROSALEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EVERETT, CAROLYN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FACENDA, ESTELLE M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FALLS, DON EDWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FAMIGLIETTI, MARK		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FARRISH, GEORGE LOYD, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FAULK, HARUM LAMAR		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FAULK, MARY L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FAULK, WILLIE LEROY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FAULKS, JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FELTON, BERNARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FELTON, RUDOLPH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FENNER, JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FEREBEE, LARRY DARRELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FERGUSON, FRED		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FERGUSON, NATHANIEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FERRER, DOMINGO VELUYA, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FIELDS, DEBBIE ELAINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FIELDS, HORACE LEE, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FLEMING, WENDELL ROBERT, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FLETCHER, CAROLYN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FLOYD, WALTER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FLYNN, HENRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FOIST, JOHN F., SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FONTANARES, APOLONIO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FONTENOT, MCKINLEY C.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FORD, JOSE GUILLERMO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FOREMAN, ANGELA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FOREMAN, ELVIN DEAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FOREMAN, RONNIE LANE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FORREST, JANICE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FOSTER, SHERMAN HOVER, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FREEMAN, ELIZABETH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FREEMAN, FLOYD RUSSELL, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FREEMAN, RAY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FRIERSON, MARSHALL FRANKLIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FROCK, PAUL VINCENT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FRYE, WILLIAM J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FULLER, GEORGE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FULLERTON, GLORIA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FULLERTON, STEVEN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FULP, STEVE AARON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GAINER, WILLIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GAINES, OLENDUS JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GAINES, ROSA MAE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GALLOWAY, LAWRENCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GANT, DAVID E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GARCIA, MACY LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GARDNER, RANDALL SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GARDUQUE, ART D.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GARNER, WALLACE RANDOLPH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GARRETT, ALTON DUDLEY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GARRIS, DALTON VELVA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GARRIS, KEITH CALVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GARRIS, ZAVAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GARY, RITA L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GARY, WILLIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GATES, SANFORD JERROLD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GATEWOOD, CLIFTON J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GATEWOOD, SHELIA JOHNSON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GATEWOO, MICHAEL JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GATLING, LEONDAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GATLING, ULYSSES G., SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GEARHART, DANNY R., SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
GEGA, AUGUSTO CANTADA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GENERAL, GEORGIANNA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GIBSON, CLARENCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GIBSON, SHIRLEY T.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GIDDENS, ANDREW		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GIDDENS, CECIL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GIDDENS, DICEY CECELIA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GILDAY, JOHN ALBERT, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GILLINS, DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GINN, BETTY LOU		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GIVENS, WILLIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GLENN, JIMMY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GODFREY, WILSON C., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GOODE, GREGORY DERON, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GOODMAN, EUGENE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GOODMAN, PATRICIA LOUISE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GOODRICH, JAMES SUTTON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GOODWIN, KENNETH ALPHONSO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GORDON, LARRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GORE, WILBERT JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GORHAM, WALTER MITCHELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRAHAM, JAMES L., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRANDISON, CHARLES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRANT, CHARLES JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRAP, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRAVES, MORRIS LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRAY, BRUCE LAYNE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRAY, CATHERINE LOUISE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRAY, ERNEST L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRAY, JACQUELINE WARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRAZIER, OTIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GREEN (DEC), MILDRED		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GREEN, EUNICE P.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GREEN, HOYLE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GREEN, JAMES G.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GREEN, JOSEPH EUGENE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GREEN, PAUL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GREENE, NANCY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GREENE, ROMIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GREGORY, BARBARA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRIFFIN, CATHERINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRIFFIN, DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRIFFIN, GILBERTINE W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRIFFIN, LARRY GLENNWOOD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRIFFIN, WILLIAM JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRIFFIN, WILLIE ANTONIO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRIMES, JOHN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GRUPP, BRIAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GUTH, GEORGE JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HALL, CAPPIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HALL, DANIEL EDWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HALL, GEORGE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HALL, HORACE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HALL, KENNETH ALFONZO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HALL, LECEY MAE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HALL, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HALL, ROBERT III		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HAMLIN, CHARLES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HAMLIN, LAWRENCE RONALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HAMPTON, EARL JULIUS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HAMPTON, JOYCE ANN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HANKINS, DWIGHT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARDISTER, HENRY LANE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARDY, LUCY MAE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARMAN, LUCILLE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARMON, JAMES C.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HAROLD, ADA STEVENS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
HAROLD, CHARLES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HAROLD, MAURICE COLUMBUS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARPER, SAMUEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRAH, EARL JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRELL, GLADYS LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRELL, LEN DENNISON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRINGTON, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, CHARLIE M., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, ERNEST EVERETT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, HAROLD ALFRED, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, HILLIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, IRVIN WESLEY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, JOSEPH LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, JUANITA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, LEON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, LEONARD LUTHER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, RACHEL JONES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, RUFUS LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRIS, TONY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRISON, DANIEL LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARSEY, HERMAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARTNETT, MICHAEL J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARTWELL, SANDRA M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARVEY, GLORIA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARVEY, MARION ROSCOE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARVEY, SHELMA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARWOOD, DAVID CARLTON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HASKETT, CALVIN VERNON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HASKINS, SAMUEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HATTEN, GENTRY LEON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HAWKINS, RUBY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HAWKS, EMMANUEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HAYES, BETTY G.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HAYES, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HEDRICK, ROBERT E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HENDERSON, MARSHA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HENDERSON, MARSHA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HERRING, MICHAEL ALEXANDER, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HICKS, JOHN LAWRENCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HICKS, SAMUEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HIGGINS, LAWRENCE T.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HILL, JOHN B., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HILL, LATRELLE SWEAT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HILL, LILLIE EDWARDS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HILL, MARGARET H.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HILL, THOMAS J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HILTON, BERNARD H.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HINES, RAYMOND		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HINKLE, JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HINTON, LESSIE MARIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HINTON, RONALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HINTON, VERNON JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HIRES, GERALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HODAK, THEODORE G.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOGGARD, JIMMY BRIDGERS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOGGE, MARY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLIMON, WALTER LEON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLAND, CHARLES JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLAND, CHARLIE MELVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLAND, LONNIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLEY, CURTIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLEY, HERMAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLEY, JASPER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLEY, MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLIDAY, DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLIMAN, DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
HOLLIMAN, EMELIA MAE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLOMAN, CHARLES G., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLOMAN, RALEIGH JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLOWAY, ANDREW L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLOWAY, BARBARA F.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLOWAY, DANIEL LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLLY, BARBARA ANN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLMES, JOYCE J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLMES, MARIE O.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLMES, REGINALD KEITH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLMES, RITA THERSIA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOLT, MARK		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOOD, JOSEPH JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOOPER, FRANCES L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOPKINS, JAMES E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HORTON, FRED THOMAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOWARD, BERLYN FRANKLIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOWARD, CELLIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HOWARD, PHILLIP		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HUFF, HAROLD ALLEN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HUNT, CATHERINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HUNT, KATIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HUNT, WALTER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HUNTER, ADELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HUNTER, CHARLES FREDERICK, III		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HUNTER, CHARLIE S.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HUNTER, EVA LAWRENCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HUNTER, RONALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HUTCHESON, LEWIS STEAVE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HYMAN, PATRICIA A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
IMHOTEP, KWASI		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
INCOGNITO, EDUARDO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
IRVIN, EDWARD BRADLEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JACKSON, CALEB		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JACKSON, CLEMITH JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JACKSON, DOUGLAS GLENN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JACKSON, FRANCIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JACKSON, VERNON LEE, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JACOBS, FLOYD W., SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JAMES, BERNARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JAMES, CAROLYN CROSS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JAMES, MILDRED MCNEIL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JAMISON, DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JANISHEFSKI, BERNARD F.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JEBSON, LAVAILLE H.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JEFFERSON, CHARLES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JEFFERSON, DWIGHT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JEFFERSON, SHIRLEY MAE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JEFFERSON, THOMAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JEFFERSON, TRESSA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JENKINS, BURLEIGH JACKSON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JENKINS, LESLIE THOMAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JENKINS, MICHAEL BERNARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JENKINS, NORMA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JERNIGAN, MICHAEL STANLEY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JEWETT, DARNELL JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JEWETT, VIRGINIA GIBSON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JOHNSON, DONALD RAY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JOHNSON, EDWARD JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JOHNSON, HOWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JOHNSON, LAVANE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JOHNSON, MARY ESTELLE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JOHNSON, RICHARD C., SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONAS, CHARLOTTE A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, BERTHA M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, CARROLL CURTIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, CHARLOTTE ELIZABETH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
JONES, EVERETT SAMUEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, FRANK		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, HENRY RAYMOND, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, KARLUS ANTONIO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, LINWOOD MELVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, MARY LOUISE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, MATTHEW		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, MONTE REGINALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, NANCY ELAINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, RICHARD L., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, RUSSELL VON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, SETH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, SHARRON LILY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, STANLEY B.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, VAUGHN OLIVER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, WARREN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, WESLEY LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JONES, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JORDAN, DOROTHY ALLENE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JORDAN, GLENN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JORDAN, GLORIA J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JORDAN, HENRY L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JORDAN, IDA MAE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JORDAN, JARVIS E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JORDAN, LARRY SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JORDAN, RONALD KEITH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JORDING, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JOSEPH, JOHN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JOYNER, MICHAEL JEROME		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JOYNER, WALTER ROOSEVELT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JUBRAY, EUGENE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JUDY, RICHARD V.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JUDY, SANDRA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JUSTICE, PRISCILLA O'LANE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KAHAN, CONNELL CALVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KAMBERGER, JOSEPH F.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KEARNEY, JUANITA B.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KEE, STEVE LAVON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KEELING, ANTHONY ANDREE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KEELING, DEBBIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KELLIHAN, PATRICIA B.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KELLY, ALPHONSO JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KELLY, PRISCILLA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KELLY, TERRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KENDALL, WILLIAM N., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KENNEDY, PAUL WARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KING, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KING, TOMMY LEE, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KISTNER, GENEVA J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KNIGHT, WILLIAM ALFRED		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KNIGHTNOR, LUCILLE SMITH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KNIGHTS, RUSSELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KNUDSEN, ALFRED L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KONICKI, KENNETH W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KOONCE, CALVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KRAMER, CHRISTINE MCNEIL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KRAMER, ROBERT L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KRAUTER, ELSIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KRIETE, NEAL RICHARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KURSCH, PAUL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
KUS, CALVIN E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LADRILLONO, JESUS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LAMB, SANDRA MCCLEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LAMBERT, CARL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LAMBERT, HUBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LANDON, JAMES E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LANE, ALPHONSO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
LARK, JAMES MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LASSITER, RUSSELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LAWSON, CAROLYN KAY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LAWSON, DELORES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LAYDEN, AMBROSE CARROLL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LAYDEN, HAZEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEARY, KATHY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEE, JEROME TAZWELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEE, MILTON MORRIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEE, ODESSA T.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEEPER, ROY L., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEMMER, JAMES ALBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LESNIEWSKI, ANTHONY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LESNIEWSKI, STEPHEN J., SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEVY, JAMES W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEVY, LYNWOOD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEWIS, ANDRE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEWIS, DONALD LEROY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEWIS, GARY K.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEWIS, JAMES O.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEWIS, JAMES RICHARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEWIS, JERRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LEWIS, RUDOLPH A., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LILLY, REGINALD BRENT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LIMPIN, RENATO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LINGNER, FRANCIS M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LINO, NATHANIEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LOWE, GEORGE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LOWERY, JOSEPH LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LUCAS, GARY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LUCAS, ROBIN JEAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LUTER, JOHN WAYNE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MACHNIAK, JAMES M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MACK, KENNETH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MADRIGAL, JAIME		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MAJOR, BENJAMIN EDWARD, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MALEY, VICTOR		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MALPASS, JERRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MANALANG, ARTEMIO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MANGAYA, ARMANDO A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MARRERO, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MARTIN, DONALD RAY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MASK, ARETHA WILLIAMS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MASON, GEORGE CLIFTON, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MASSIE, NANCY W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MATTHEWS, OTHA JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MAYOR, CLEOFE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCCLEAVE, MARVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCCLENNY, STALEY HURLEY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCCOY, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCCRIGHT, JASPER JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCGILL, CHARLIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCGINNIS, DOVENER DAYTON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCHUGH, JOSEPH M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCINTYRE, GERALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCKENNEY, TED EARL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCKENZIE, WILLIAM A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCKINLEY, CHARLIE PERRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCCLEAN, CLARENCE MELVIN, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCCLEAN, JOHN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCMILLIAN, WILLIE EDWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCNEIL, RUBEN MARVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCPHERSON, CLARENCE JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCRAY, EDWARD LEON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MEADOR, JOHN JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MELTON, MARGARET W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MERCER, HARDY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
MESSARIS, JOSEPH P.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
METTS, REGINALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MICKENS, JAMES SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MICKENS, SYLVESTER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MIDGETTE, SHARON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MIDKIFF, GENE MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MILBOURNE, VICTOR		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MILES, CRAIG G.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MILLER, DONALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MILLER, GARY O.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MILLER, OSSIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MILLER, RUBY D.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MILLS, JOHN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MILLS, SHERMAN JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MIRABELLA, DAVID S.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MITCHELL, GENE A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MITCHEM, STEPHEN VANDORN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MOCZYGEMBA, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MOHORN, ALFRED D.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MONIS, EFREN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MONTANARI, NICHOLAS H., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MONTE, RON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MOORE, DELBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MOORE, GARY T.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MOORE, GERALDINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MOORE, GERTRUDE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MOORE, GRADY C.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MOORE, NORMAN DOUGLAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MOREHEAD, JACQUELINE K.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MORGAN, HERBERT BRUCE, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MORRELL, JOHNATHAN ROGER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MORRELL, WILLIAM DONALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MORRING, CALVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MORTON, HARVEY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MROWCZYNSKI, PETER B.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MULLINS, ROBERT LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MURPHY, WALTER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MUSICK, JUDY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MYERS, WANDA MARICA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NARCISO, ANTHONY G.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NAUJOKS, RONALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NEAL, CHARLES LESLIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NELSON, SETH GARFIELD, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NESTER, SAMUEL OSBORNE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NEVILLE, JAMES G.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NEWBY, BARBARA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NEWBY, HAYWOOD SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NEWTON, CHARLES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NGALLI-MARSALA, RACHEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NICHOLS, WILLIAM BERNARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NICKELL, DANIEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NICKOLES, MARK		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NILES, ERNESTO G.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NITKOWSKI, DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NIXON, JOHN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NOLAN, JOHN L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NORMAN, VIRGINIA L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NOTARO, RAYMOND F., SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NUCKOLS, TRINA W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NURIDDIN, MURAD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NYLANDER, JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
O'CONNELL, JOANN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ODOM, JOSEPH JAME		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
OECHSLER, ANDREW F., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
OLA (DEC), DIOSDADO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
OLIVER, OBERON JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
O'NEAL, ALPHONSO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
ORTEGA, JOSEPH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
OSBORNE, KENNETH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
OUTLAND, CARLTON LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
OVERALL, KENNETH J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
OVERBY, LAWRENCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
OWENS, BRUCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
OWENS, LLOYD WAYNE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
OWENS, LOIS M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PAIGE, EDWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PALMER, DANNY STEVEN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PARDEE, CHARLES L., III		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PARDOE, NORMAN E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PARKER, BENJAMIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PARKER, DONALD C.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PARKER, ERNEST JOSEPH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PARKER, GEOFFREY K., SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PARKER, PRINTIST		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PARKER, ROBERT J., SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PARKER, RODGER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PARKER, RUSSELL HAMILTON, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PARKER, SHIRLEY MAE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PASCO, REYNALDO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PATRICK, RICHARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PATTERSON, HILTON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PATTERSON, SANDRA D.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PATTERSON, THOMAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PAYNE, THOMAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PEELE, RAYMOND L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PEELE, TERRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PENDLETON, EDWARD LOUIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PENNINGTON, FRED D., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PERDUE, JOHN PETE, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PERKINS, ALLEN W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PERKINS, BRUCE W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PERKINS, REGINALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PERRY, ANTHONY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PERSON, JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PHELPS, DANNY ALAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PHILLIPS, CARL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PHILLIPS, GWENDOLYN A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PHILLIPS, JAMES JOSE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PHILLIPS, ROBERT SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PHILLIPS, STEVEN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PIERCE, ALEXANDER HUNTER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PIERCE, DALE LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PIERCE, HERMAN JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PIERCE, PEGGY T.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PIPPI, ALBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PITT, JOSEPH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PITTMAN-SCOTT, WILLIE MAE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
POOLE, CLIFF		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
POPE, EVOLA L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
POPE, JACK		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PORELL, DONALD GERARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PORELL, MARGUERITE MAREL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PORTER (DEC), AGNES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PORTER, BARBARA ELAINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PORTER, MELVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PORTER-WILSON, E. JERIANNA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
POSKO, HENRY E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
POWELL, CURTIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
POWELL, FONNIE LOIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
POWELL, HORACE LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
POWELL, LITTLE JOE JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
POWELL, SAMUEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
POWELL, WILLIE MAE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PREJOLES, DANILO I.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
PRICE, MAYNARD D., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PRITCHETT, THEODORE E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PROCTOR, MELVIA J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PRUITT, DOROTHY M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PURVIS, JAMES RICHARD, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RAIFORD, MARION JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RAINES, CARNELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RAINES, MELVIN WOODROW		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RAINEY, JOHNNIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RAMEY, DAVID EARL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RAMEY, RAYMOND		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RAPER, JAMES JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RAQUIPISO, PORFIRO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RAWLES, ROLAND		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RAWLS, JOSEPH J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RAYNOR, EDWARD ARTHUR		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
REAGAN, MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
REARDON, ZADA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
REDFEARN, JOHN BAINIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
REEDY, DANIEL W.,JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
REESE, MARGARET A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
REGAN, WILLIAM THOMAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
REID, NATHAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
REID, PEGGY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
REIGHTLER, ROBERT RICHARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RENFROW, SHIRLEY M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
REYES, FERNANDO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RICHARDSON, HUE HENRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RICHARDSON, KEVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RICHARDSON, MELVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RICKS, FREDDIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RICKS, JOSEPH LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RIDDICK, ALEX		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RIDDICK, BRIAN RANDOLPH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RIDDICK, CHARLES RICHARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RIDDICK, KARL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RIDDICK, MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RIDDICK, REGINALD SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RIDDICK, RUDOLPH M., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RILEY, AARON ASHEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RIO, DANILO CASTILLO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RIZZA, ANTHONY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ROANE, NORMAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ROBERTSON, ED		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ROBERTSON, LINDA W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ROBERTSON, THOMAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ROBINSON, CURTIS E., III		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ROBINSON, WAYNE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RODGERS, CARL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ROLLINS, VIRGINIA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ROSKO, LAWRENCE F.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ROSS, AUDREY J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ROSSETTI, BRADFORD JOSEPH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ROWSEY, VONDA LYNN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ROY, GEORGE LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RUDACILLE, ELMER L., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RUDDE, JESSE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RUFFIN, BEULAH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RUSS, MORRIS B.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
RUSSELL, DAVID GREGORY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SAGUN, FAUSTINO R.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SALAAM, HAMDAD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SALANG, GENEROSO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SALE, MARJORIE BROWN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SALE, WILLIAM GORDON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SALISBURY, JAMES EDWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SALMON, PAMELA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
SALUGAO, CONRADO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SANDERLIN, GLENN SLYVESTER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SANDERS, MABLE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SANDY, LAWRENCE HARRISON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SANTASIERE, GERALD PHILLIP		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SAUNDERS, MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SAUNDERS, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SAUNDERS, RONALD CORNELIUS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SAVAGE, COLUMBUS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SAVAGE, MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SAWYER, BARBARA D.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SAWYER, ROBERT D.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCHULTZ, FRANK JOSEPH, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCHULTZ, MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCHUMAN, WARREN L., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCOTT, CHARLES EDWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCOTT, HOSEA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCOTT, JACQUELINE DENISE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCOTT, JAMES AL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCOTT, JEROME		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCOTT, LUTHER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCOTT, PEARLINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCOTT, RICKEY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCOTT, RICKY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCOTT, RUBY POWELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCOTT, TIMOTHY LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCOTT, YVONNE HAYES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SCOTT-BURDEN, ELAINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SEARS, JAMES EDWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SEDGWICK, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SEEDS, HILDEGARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SEEDS, LAWRENCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SENE, DELMAR RANDOLPH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SETELIN, CHERYLL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SHABAZZ, HAMIDULLAH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SHAMLEE, HARRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SHANK, JAMES SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SHARPE, MARVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SHEPHERD, MARIE NORFLEET		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SHORT, GERALDINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SHORTT, JOHN JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SILVER, FLETCHER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SIMMONS, ANNA M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SIMONS, WINSTON TYRONE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SIMPSON, VINNIE CATHERINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SINGLETON, WALTER JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SKINKFIELD, DOROTHY LORETTA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SKINNER, ANDREW H.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SLAUGHTER, SHARON LYNN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SLEDGE, CURTIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SLEDGE, LETA E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMALLWOOD, KENNETH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMELTZER, ROBERT E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMILEY, ETHEL L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMILEY, JOHN R.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMILEY, SHIRLEY A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, ALBERT E., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, ALLIE HALL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, ANTHONY LAVERN, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, ARNOLD III		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, CANNADY A. JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, CHARLES RONALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, COURTNEY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, EARL LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, FRANKIE LAINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, GEORGE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, GEORGE LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
SMITH, GINO		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, HERBERT JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, HERBERT RAYMOND		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, JEREMIAH THOMAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, JOHN N.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, MARIAN C.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, MELVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, MELVIN SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, NELSON L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, PAUL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, PAUL RICHARD, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, ROBERT BERNARD, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, VAUGHN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, VERNON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITH, WILLIE ALAN, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SMITHER, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SNIDER, JACK JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SNOW, LARRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SORGEA, GARY LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SOUTHARD, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPELLER, EARLENE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPELLMAN (DEC), ALDIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPELLMAN, JERRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPELLMAN, RONNIE EUGENE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPENCE, BILLY III		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPENCE, FLOYD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPENCER, ALBERT JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPENCER, BENNIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPENCER, JOHN JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPENCER, NINA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPILLMAN, BRENDA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPIVEY, JOSEPH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPONAUGLE, DAVID L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPRATLEY, DANIEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPRUEILL, MCKINLEY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SPRUILL, BONLEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SQUIRE, JOYCE E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STAGG, ELNORA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STAHL, CARL E., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STALKER, THOMAS EUGENE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STALLINGS, WESLEY JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STARKLEY, MALINDA L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STEELE, FRANCIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STEM, JOSEPH GEORGE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STEPHEN, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STEPHENSON, ANTHONY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STEPHENSON, BARBARA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STEPHENSON, CLAUDIA R.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STEPHENSON, ROBERT EARL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STEVENS, BLONDELLA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STEWART (DEC), GEORGE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STEWART, EDDIE JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STOKES, CARLTON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STOKES, CAROLYN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STOUT, LILA J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STROMER, CHARLES C.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STROUD, EDWARD ALBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STYRON, THELMA L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SULLIVAN, ELLEN RITTER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SUTER, ANDREW JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SUTTON, BOBBIE LOUIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SUTTON, CALVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SUTTON, RONNIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SWARN, CARRIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SWEATT, JAMES JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SWIERSKI, HANS JUERGEN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SWIFT, ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
SYKES, JOHNNIE LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SYKES, SAMUEL P., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SYLVER, PEGGY BRYANT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SZYMANSKI, RICHARD JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TABOR, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TAYLOR, ALBERT CHARLES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TAYLOR, CHARLES HENRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TAYLOR, CYNTHIA KELLY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TAYLOR, DENNIS LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TAYLOR, GEORGE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TAYLOR, JOHN III		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TAYLOR, JOSEPH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TAYLOR, LARRY ARNOLD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TAYLOR, LUTHER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TAYLOR, NATHANIEL HUGHES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TAYLOR, VERNON DOUGLAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TEAL, HERBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TENDILLA, BENJAMIN TENEPERE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TEOPE, HONRADO VERGARA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TERRY, LAWRENCE JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
THOMAS, CHARLES HERBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
THOMPSON, MERVIN JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
THOMPSON, VERONICA MARIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
THOROGOOD, ALVIN A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TITUS, FRANCES ANN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TOBIAS, ANNETTE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TOLBERT, LINDA FREEMAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TOLER, TYRONE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TOMKO, PAUL EDWARD, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TOMLINSON, MELVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TONEY, SANFORD JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TORAN (DEC), ROBERT JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TOWE, RICHARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TOWLER, CARROLL MCCOY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TRAHAN, GRACE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TRUSTY, LONNIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TUCKER, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TURNER, GARY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TURNER, GEORGE W.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TURNER, LUCILLE B.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TURNER, RICHARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TWISS, DONNIE RAY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TYLER, CARTER ADAMS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TYNCH, CHARLES S., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
TYSON, STANLEY BENNETT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
VANTA, CORAZON G.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
VARNER, CLIFTON JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
VAUGHAN, MARY FRANCIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
VAUGHAN, VERNON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
VAUGHN, BENJAMIN SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
VICK, GREGORY KEITH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
VICK, REUBEN EARL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
VINES, BARBARA JEAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
VINES, MARCELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
VOTAVA (DEC), JOSEPH JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WADE, TEX		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WADSWORTH, MAXINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WAGNER, DOUGLAS F., JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WAHLMAN, KENNETH MARK		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WALKER, LEMUEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WALL, WILLIAM HENRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WALLACE, OLLIE LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WALLS, RONNIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WALTERS, DONALD PHILLIP, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WALTERS, LINDA P.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WALTON, EVORIA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WASHINGTON, ERWIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
WASHINGTON, RAYMOND E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WATERFIELD, JAMES H.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WATERS, WARREN E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WATKINS, C. L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WATSON, ALBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WATSON, JANET		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WATSON, LINDA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WATSON, ROSCOE MCCOY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WATSON, VERNON R.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WATTS, MAURICE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WAYNE, LINDA MARIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WEAVER, CARL MELVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WEAVER, JAMES DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WEBB, JACK WAYNE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WEBB, KEITH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WEBB, MARTHA ELNORA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WEBSTER, SAMUEL LEE, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WEEKS, SHELTON SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WELLS, KEVIN MYRON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WENGER, CLARENCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WEST, CARLTON SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WEST, BARBARA M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WEST, HORACE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WEST, STEVEN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHEELER (DEC), VERNON LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITAKER, JOHN JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITAKER, MARVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITE (DEC), RUSSELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITE, BERL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITE, GEORGE THOMAS, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITE, JOHNNY RANDOLPH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITE, RITA NICHOLS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITE, WARREN HENRY, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITE, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITEHURST, OUIDA A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITFIELD, SELIMAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITLEY, HARRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITLEY, MELVIN C.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WHITMORE, MAE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WIGGINS, JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WIGGINS, LINWOOD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILCHER, ROBERT JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILKINS, CARL SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLAIMS, WILLIE CURTIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLET, BEN SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, ALPHINE VIRGINIA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, AUBREY ALONZA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, CAROLYN ARTIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, DEMPSEY LAWRENCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, ELIZA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, GARY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, GREGORY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, HARRY CLAUDE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, JAMES A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, JERRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, JIMMIE GRAY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, JOHN JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, JORDAN J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, MARSHA S.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, MICHAEL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, MILDRED M.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, MORGAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, OMAX JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, PATRICIA MITCHELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, RANDOLPH SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, RODERICK		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
WILLIAMS, RONALD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, VINSTON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, VIVIAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, WALLACE DARNELL		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMS, WALTER		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIAMSON, FRED		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILLIS, DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, BRIAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, DELORES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, DENNIS ALLEN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, DONALD LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, EDWARD E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, ELIJAH JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, GEORGE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, HOWARD SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, JOHNNIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, MARGIE L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, MARVIN A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, PERCY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, REGINALD LEVY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, ROSA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WILSON, WILLIAM DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WIRTH, JAMES LEWIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WITHERSPOON, ROBERT EDWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOJNOWSKI, EDWARD F.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOOD, WILLIE MARTIN, SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOODINGTON, CHARLES JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOODLEY (DEC), EDWIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOODLEY, SUSIE MAE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOODS, ARTHUR D.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOODWARD, STEVEN H.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOODWARD, WINFRED FLOYD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOOLBRIGHT, ANTHONY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOOTEN, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WORRELL-BLOWE, ANNE LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WOS, EDWARD J.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WRIGHT, MARK		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WRIGHT, MARY ANNE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WYATT, EMERY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WYATT, EVELYN MARIE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WYATT, HOWARD HERMAN, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WYCHE, WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WYLIE, JUDY CHRISTINE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
WYLIE, LARRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
YANCEY, MICHAEL DENNIS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
YAP, NESTOR R.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
YARBOROUGH, ANNA L.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
YELL, CLEMENTINE B.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
YOUNG, CURTIS V., SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
YOUNG, JAMES EDWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ZINK, URBAN N.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BATSON, PATRICK H.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BIERNOT (DEC), VINCENT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BOWSER (DEC), WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FRANKLIN (dec), EDWARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GOODE, LARRY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HARRELL, RICHARD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HERR, WILLIAM G., SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
JOHNSON, FRANK EDWARD, JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
ACREE, ALVIN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BATES, HANORAH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BELL, LUE DELIA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BLOUNT (DEC), HENDERSON		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
BROWN, TIMOTHY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
COPELAND (DEC), LEROY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CRUMP (DEC), WILLIAM		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
CUFFEE, NOVELLA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DONAHUE (DEC), ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DULAY (DEC), RALPH		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
EASON, JOHN THOMAS		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FISHER, JOHN R.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
FOSTER (DEC), ROBERT G.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GINSKI, LEOCADIA T.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
GOODWIN (DEC), CHARLIE III		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
HALL (DEC), JAMES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
LAMB, JERRY LEE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MILLER (DEC), JACOB E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NATIVIDAD, PATRICIO PENTICOSTES		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NELMS (DEC), DAVID		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NELSON (DEC), HOWARD E.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
NOPLOCK, ANDREW C.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
O'CONNELL (DEC), LAWRENCE		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
OLIVER, JOHN JR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
SHAFFER (DEC), LEE A.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
STRODE, EDWIN R., SR.		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
THOMPSON, DEAN		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DANFORTH, BARRY CLIFFORD		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
DIGGS-ETHERIDGE, BRENDA		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
MCGREW (DEC), ROY		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
PORTER, JAMES ROBERT		LAW OFFICES OF PAUL A. WEYKAMP	PAUL A. WEYKAMP	16 STENERSEN LANE, STE. 2	HUNT VALLEY	MD	21030
CORNISH, LEONARD		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
OEST, HEINZ E.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
ABBOTT, HOMER	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
ADAMS (DEC), GORDON W.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
ALEXIS, EMMANUEL	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
BROGDEN, ROBERT D.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
BUXTON, ROBERT	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
COOK, RYLAND D.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
CRISP, LINZIE D., JR.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
CROSBY, WILLIAM C., SR.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
DAVIS, RONALD R.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
DEEL (DEC), CURTIS D.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
DEMARTIN (DEC), JOHN B.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
DERMATIS, PETER	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
ELLIOTT, JAMES E.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
EPPS (DEC), LAZARUS D.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
FAULKNER (DEC), CLAY J.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
FEHLEY (DEC), ROLAND S.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
FRAZIER, FREDERICK D	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
GERWIG, ROBERT E.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
HALL, DONALD E., SR.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
HAMMON, RANDY P.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
HARTMAN, LEONARD G.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
HOLLAND (DEC), ELMER	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
HURLEY, ROBERT C., SR.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
JOHNSON (DEC), TREVA E.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
JUSTICE (dec), CHARLES L., SR.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
KULLMAN (DEC), WALTER		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
LANGFORD (DEC), TIMMY		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
LETTAU (DEC), ROBERT D., SR.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
LUDWIG, RAYMOND L.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
MCCORD (DEC), VINCENT		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
MCGINNITY (DEC), GEORGE R.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
MCMULLEN (DEC), THOMAS B.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
MONTAGUE, CLIFTON O.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
MORRIS, ARTHUR R., JR.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
PARKS, FRED	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
PINKINE (DEC), RICHARD L.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
PORAK, ROBERT	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
RENFRO (DEC), JESSE		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
RIGSBY, WILLIAM E.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
RIZZO, SAMUEL A.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
ROBBINS (DEC), GEORGE M.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
ROSE, EDWARD M., JR.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
RUSSO, CHRISTOPHER		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
SANDERS (DEC), ROBERT L.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
SANDLIN (DEC), JAMES C.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
SHIFLETT (DEC), JAMES C., SR.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
SICK, WALTER G.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
SIDERIS, CONSTANTINE A.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
SMITH (DEC), CHARLES G., SR.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
SMITH, HARRY M.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
SMUTNY (DEC), ANDREW J.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
SORRELL, REUEL T.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
SPAIN, JESSE	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
STEIGER, WOLFGANG K.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
STRINE, WILLIAM H., JR.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
STUCKEY (DEC), KENNETH D.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
SWEAT, GARY		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
WILLIAMS, BILLY		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
WILLIAMS, EARL T.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
WILLIAMS, HAROLD L.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
WOODIE, ROBERT A., SR.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
BRYAN (DEC), JACOB	\$ 4,150	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
JOYNES, GEORGE E.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
SCOTT (DEC), EDDIE L.	\$ 4,150	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
WILLIAMS (DEC), LEROY R.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
ELZA (DEC), KEVIN E.	\$ 11,500	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
FARRELL, ROCCO G.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
GREEN (DEC), RICHARD SR.	\$ 11,500	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
HENDERSON (DEC), FRANK E.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
HESSIAN (DEC), HARRY	\$ 11,500	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
KING (DEC), GEORGE K., JR.	\$ 11,500	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
MASON (DEC), RUSSELL B., SR.	\$ 11,500	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
MCCLUNG, PATRICIA A.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
MCCOMAS, EDWARD W.	\$ 11,500	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
MOONEY (DEC), JOSEPH E., SR.	\$ 11,500	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
RHOADS (DEC), WILLIAM E.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
SCHAEFFER (DEC), JOHN T., SRL.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
SLIGH, DONALD		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
TALIADOUROS, NICK		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
TULL (DEC), RALPH J.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
UNGAR (DEC), JOSEPH M.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
WILLIAMS (DEC), TERRY L.	\$ 2,000	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
WOMER (DEC), DOUGLAS X., SR.	\$ 11,500	LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
YOUNG, GARY A.		LAW OFFICES OF PETER G. ANGELOS	JAMES ZAVAKOS	100 N. CHARLES ST., 22ND FLOOR	BALTIMORE	MD	21201
ASHCROFT (DEC), JOHN W., JR.		LAW OFFICES OF PETER NICHOLL	PETER NICHOLL	36 S. CHARLES ST., STE. 1700	BALTIMORE	MD	21201
CUSTALOW (DEC), CLYDE E.		LAW OFFICES OF PETER NICHOLL	PETER NICHOLL	36 S. CHARLES ST., STE. 1700	BALTIMORE	MD	21201
GILCHRIST, AL VIRGINIA		LAW OFFICES OF PETER NICHOLL	PETER NICHOLL	36 S. CHARLES ST., STE. 1700	BALTIMORE	MD	21201
GRAHAM (DEC), JAMES M		LAW OFFICES OF PETER NICHOLL	PETER NICHOLL	36 S. CHARLES ST., STE. 1700	BALTIMORE	MD	21201
HUTH, WILLIAM C.		LAW OFFICES OF PETER NICHOLL	PETER NICHOLL	36 S. CHARLES ST., STE. 1700	BALTIMORE	MD	21201
MORRISETTE (DEC), JOE N		LAW OFFICES OF PETER NICHOLL	PETER NICHOLL	36 S. CHARLES ST., STE. 1700	BALTIMORE	MD	21201
PACKER, CAROLYN ANN		LAW OFFICES OF PETER NICHOLL	PETER NICHOLL	36 S. CHARLES ST., STE. 1700	BALTIMORE	MD	21201
ROBINSON, NED W., SR.		LAW OFFICES OF PETER NICHOLL	PETER NICHOLL	36 S. CHARLES ST., STE. 1700	BALTIMORE	MD	21201
BROWN, HOWARD M.		LAW OFFICES OF PETER NICHOLL	PETER NICHOLL	36 S. CHARLES ST., STE. 1700	BALTIMORE	MD	21201
CHARITY, DAPHINE STEPHENSON		LAW OFFICES OF PETER NICHOLL	PETER NICHOLL	36 S. CHARLES ST., STE. 1700	BALTIMORE	MD	21201
GRAY, OTIS JR.		LAW OFFICES OF PETER NICHOLL	PETER NICHOLL	36 S. CHARLES ST., STE. 1700	BALTIMORE	MD	21201
STEIGELMAN, JOSEPH S.		LAW OFFICES OF PETER NICHOLL	PETER NICHOLL	36 S. CHARLES ST., STE. 1700	BALTIMORE	MD	21201
LOWERY (DEC), BETTY J.		LAW OFFICES OF PETER NICHOLL	PETER NICHOLL	36 S. CHARLES ST., STE. 1700	BALTIMORE	MD	21201
MOLYNEAUX (DEC), THOMAS W.		LAW OFFICES OF PETER T. ENSLEIN, P. C.	PETER T. ENSLEIN	1738 WISCONSIN AVE. NW	WASHINGTON	D.C.	20007
OLSZEWSKI, JAMES P.		LAW OFFICES OF SHEPARD HOFFMAN	SHEPARD HOFFMAN	36 S. CHARLES ST., STE. 2200	BALTIMORE	MD	21201
D'APICE, ANTHONY N., SR.		LAW OFFICES OF SHEPARD HOFFMAN	SHEPARD HOFFMAN	36 S. CHARLES ST., STE. 2200	BALTIMORE	MD	21201
ENSOR (DEC), HOOVER E.		LAW OFFICES OF SHEPARD HOFFMAN	SHEPARD HOFFMAN	36 S. CHARLES ST., STE. 2200	BALTIMORE	MD	21201
FITZGERALD, FRANK J., JR.		LAW OFFICES OF SHEPARD HOFFMAN	SHEPARD HOFFMAN	36 S. CHARLES ST., STE. 2200	BALTIMORE	MD	21201
GERITZ, WILLIAM F.		LAW OFFICES OF SHEPARD HOFFMAN	SHEPARD HOFFMAN	36 S. CHARLES ST., STE. 2200	BALTIMORE	MD	21201
HARRIS (DEC), HAROLD MITCHELL		LAW OFFICES OF SHEPARD HOFFMAN	SHEPARD HOFFMAN	36 S. CHARLES ST., STE. 2200	BALTIMORE	MD	21201
HARTMAN, GEORGE		LAW OFFICES OF SHEPARD HOFFMAN	SHEPARD HOFFMAN	36 S. CHARLES ST., STE. 2200	BALTIMORE	MD	21201
KOEHNE, JOHN D.		LAW OFFICES OF SHEPARD HOFFMAN	SHEPARD HOFFMAN	36 S. CHARLES ST., STE. 2200	BALTIMORE	MD	21201
MONZON (DEC), THELMA		LAW OFFICES OF SHEPARD HOFFMAN	SHEPARD HOFFMAN	36 S. CHARLES ST., STE. 2200	BALTIMORE	MD	21201
PARISI, CARMELO		LAW OFFICES OF SHEPARD HOFFMAN	SHEPARD HOFFMAN	36 S. CHARLES ST., STE. 2200	BALTIMORE	MD	21201

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
RILEY, JEFFERSON JR.		LAW OFFICES OF SHEPARD HOFFMAN	SHEPARD HOFFMAN	36 S. CHARLES ST., STE. 2200	BALTIMORE	MD	21201
SMITH (DEC), EDWARD G.		LAW OFFICES OF SHEPARD HOFFMAN	SHEPARD HOFFMAN	36 S. CHARLES ST., STE. 2200	BALTIMORE	MD	21201
WOOD, ROBERT D.		LAW OFFICES OF SHEPARD HOFFMAN	SHEPARD HOFFMAN	36 S. CHARLES ST., STE. 2200	BALTIMORE	MD	21201
DESMARES (DEC), CAROLYN ANN		LEE, FUTRELL & PERLES, LLP	RICHARD M. PERLES	201 ST. CHARLES AVE., STE. 4120	NEW ORLEANS	LA	70170
GONZALEZ, DAVID		LEVY KONIGSBERG LLP	ROBERT I. KOMITER	605 THIRD AVE., 33RD FLOOR	NEW YORK	NY	10158
INZANTI, CARL		LEVY KONIGSBERG LLP	ROBERT I. KOMITER	605 THIRD AVE., 33RD FLOOR	NEW YORK	NY	10158
LACAVA, CARMINE		LEVY KONIGSBERG LLP	ROBERT I. KOMITER	605 THIRD AVE., 33RD FLOOR	NEW YORK	NY	10158
CLARK (DEC), ANN MARIE		LEVY KONIGSBERG LLP	ROBERT I. KOMITER	605 THIRD AVE., 33RD FLOOR	NEW YORK	NY	10158
STORMS (DEC), FREDERICK		LEVY KONIGSBERG LLP	ROBERT I. KOMITER	605 THIRD AVE., 33RD FLOOR	NEW YORK	NY	10158
BAILEY, WILSON GILBERT		LOCKS LAW FIRM	ANDREW P. BELL	675 THIRD AVE., 8TH FL.	NEW YORK	NY	10022
KIRK, JAMES D.		LOCKS LAW FIRM	ANDREW P. BELL	675 THIRD AVE., 8TH FL.	NEW YORK	NY	10022
BURL (DEC), JAMES EDWARD		LOCKS LAW FIRM	ANDREW P. BELL	675 THIRD AVE., 8TH FL.	NEW YORK	NY	10022
BOSARGE (DEC), LEVERT JOHN, JR.	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
BOUTWELL (DEC), ROBERT EDWARD, SR.	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
BROWN (DEC), ROBERT L.		LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
CAMERON (DEC), EDWARD L.		LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
CUEVAS (DEC), SAUL JOHN	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
DUNAWAY (DEC), JERRY	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
EUBANKS (DEC), JOHNNY BARNEY	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
FAIRLEY (DEC), W. C.	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
FARRIS (DEC), BEN	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
LADNER, HOWARD r.	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
LANE (DEC), CLAIBORNE Matthew	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
MAPLES (DEC), MARSHALL LEE	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
OLIVER (DEC), WILFRED JOHN, JR.	\$ 5,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
PARKER (DEC), OREY B.	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
SELLERS (DEC), JAMES LAVAST	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
SHIYOU (DEC), GASTONELLE	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
WALKER (DEC), ALVIN DeWITT	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
WEBB (DEC), NELSON SR.	\$ 1,000	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
GREGORY (DEC), I. V.	\$ 2,500	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
KIRKLAND (DEC), ROBERT	\$ 2,500	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
WILLIAMSON (DEC), HOMER I.	\$ 2,500	LOMAX LAW FIRM	SCOTT O. NELSON	PO DRAWER 1368, 2502 MARKET ST.	PASCAGOULA	MS	39568-3161
ARGUELLES, RICHARD A.		MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC	T. BARTON FRENCH, JR.	1015 LOCUST ST., #1200	ST. LOUIS	MO	63101
CONWAY, THOMAS P.		MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC	T. BARTON FRENCH, JR.	1015 LOCUST ST., #1200	ST. LOUIS	MO	63101
CRAWFORD (DEC), WILLIAM H.		MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC	T. BARTON FRENCH, JR.	1015 LOCUST ST., #1200	ST. LOUIS	MO	63101
GROENER, JOHN W.		MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC	T. BARTON FRENCH, JR.	1015 LOCUST ST., #1200	ST. LOUIS	MO	63101
HART (DEC), JAMES O., JR.		MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC	T. BARTON FRENCH, JR.	1015 LOCUST ST., #1200	ST. LOUIS	MO	63101
HAWKES, BERNARD		MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC	T. BARTON FRENCH, JR.	1015 LOCUST ST., #1200	ST. LOUIS	MO	63101
KALGREN (DEC), FRANKLIN L.		MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC	T. BARTON FRENCH, JR.	1015 LOCUST ST., #1200	ST. LOUIS	MO	63101
MAEDKE (DEC), GARY L.		MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC	T. BARTON FRENCH, JR.	1015 LOCUST ST., #1200	ST. LOUIS	MO	63101
PEET (DEC), STEPHEN C.		MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC	T. BARTON FRENCH, JR.	1015 LOCUST ST., #1200	ST. LOUIS	MO	63101
SALAS (DEC), JUAN CRESCENCIO		MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC	T. BARTON FRENCH, JR.	1015 LOCUST ST., #1200	ST. LOUIS	MO	63101
SORENSEN (DEC), REID S.		MAUNE RAICHLÉ HARTLEY FRENCH & MUDD, LLC	T. BARTON FRENCH, JR.	1015 LOCUST ST., #1200	ST. LOUIS	MO	63101
BROWN (DEC), EDDIE		MENGES LAW LLC	CARSON MENGES	6400 W. MAIN ST., STE. 1G	BELLEVILLE	IL	62223
LYNCH, MARY		MENGES LAW LLC	CARSON MENGES	6400 W. MAIN ST., STE. 1G	BELLEVILLE	IL	62223
BOSARGE (DEC), CLYDE JR.		MENGES LAW LLC	CARSON MENGES	6400 W. MAIN ST., STE. 1G	BELLEVILLE	IL	62223
PARNELL (DEC), THOMAS L.		MENGES LAW LLC	CARSON MENGES	6400 W. MAIN ST., STE. 1G	BELLEVILLE	IL	62223
SWEATT, GARLAND		MENGES LAW LLC	CARSON MENGES	6400 W. MAIN ST., STE. 1G	BELLEVILLE	IL	62223
TARIN, RAUL		MENGES LAW LLC	CARSON MENGES	6400 W. MAIN ST., STE. 1G	BELLEVILLE	IL	62223
SCHMITT, JOHN		MICHAEL S. MCNAIR	MICHAEL S. MCNAIR	2162 AIRPORT BLVD., STE. 105	MOBILE	AL	36606
EDWARDS (DEC), DOROTHY M.		MICHIE HAMLETT	THOMAS J. MICHIE	PO BOX 298, 500 COURT SQUARE, STE. 300	CHARLOTTESVILLE	VA	22902-0298
ROSENBAACH (DEC), PETER		MILES & STOCKBRIDGE	DOUGLAS B. PFEIFER	10 LIGHT STREET	BALTIMORE	MD	21202
HAGIN (DEC), THOMAS MICHAEL, SR.		MILES & STOCKBRIDGE	DOUGLAS B. PFEIFER	10 LIGHT STREET	BALTIMORE	MD	21202
KOROLCHUCK (DEC), NICKOLAY		MILES & STOCKBRIDGE	DOUGLAS B. PFEIFER	10 LIGHT STREET	BALTIMORE	MD	21202
KUES (DEC), JOSEPH CLIFTON, SR.		MILES & STOCKBRIDGE	DOUGLAS B. PFEIFER	10 LIGHT STREET	BALTIMORE	MD	21202
YINGLING, HELEN MARIE		MILES & STOCKBRIDGE	DOUGLAS B. PFEIFER	10 LIGHT STREET	BALTIMORE	MD	21202
RHODES (DEC), EARL J.		MILES & STOCKBRIDGE	DOUGLAS B. PFEIFER	10 LIGHT STREET	BALTIMORE	MD	21202
WAGNER (DEC), JOSEPH W., SR.		MILES & STOCKBRIDGE	DOUGLAS B. PFEIFER	10 LIGHT STREET	BALTIMORE	MD	21202
FALES (DEC), LAWRENCE B., SR.		MILES & STOCKBRIDGE	DOUGLAS B. PFEIFER	10 LIGHT STREET	BALTIMORE	MD	21202
WILLIAMS (DEC), MELVIN GLENN		MOTLEY RICE LLC	BRIAN BEVON	PO BOX 1792, 28 BRIDGESIDE BLVD.	MT. PLEASANT	SC	29465
BANKS (DEC), EDDIE		MOTLEY RICE LLC	BRIAN BEVON	PO BOX 1792, 28 BRIDGESIDE BLVD.	MT. PLEASANT	SC	29465
HADLEY, DALLAS		MOTLEY RICE LLC	BRIAN BEVON	PO BOX 1792, 28 BRIDGESIDE BLVD.	MT. PLEASANT	SC	29465
MAY (DEC), CHARLOTTE A.		MOTLEY RICE LLC	BRIAN BEVON	PO BOX 1792, 28 BRIDGESIDE BLVD.	MT. PLEASANT	SC	29465
MAY (DEC), DONALD RAY		MOTLEY RICE LLC	BRIAN BEVON	PO BOX 1792, 28 BRIDGESIDE BLVD.	MT. PLEASANT	SC	29465
SMITH (DEC), CLINTON		MOTLEY RICE LLC	BRIAN BEVON	PO BOX 1792, 28 BRIDGESIDE BLVD.	MT. PLEASANT	SC	29465
MENDOZA (DEC), RICARDO		NACHAWATI LAW GROUP	DARREN MCDOWELL	5473 BLAIR RD.	DALLAS	TX	75231

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
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BATOG (DEC), JOSEPH		NASS CANCELLIERE BRENNER	DAVID BRENNER	1500 JFK BLVD. (TWO PENN CENTER), St. 404	PHILADELPHIA	PA	19102
COOPER (DEC), WAYNE F.		NASS CANCELLIERE BRENNER	DAVID BRENNER	1500 JFK BLVD. (TWO PENN CENTER), St. 404	PHILADELPHIA	PA	19102
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SMITH, NORRIS L.		NASS CANCELLIERE BRENNER	DAVID BRENNER	1500 JFK BLVD. (TWO PENN CENTER), St. 404	PHILADELPHIA	PA	19102
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DIMEGLIO, ANTHONY J.		NASS CANCELLIERE BRENNER	DAVID BRENNER	1500 JFK BLVD. (TWO PENN CENTER), St. 404	PHILADELPHIA	PA	19102
HICKEY, JOHN		NASS CANCELLIERE BRENNER	DAVID BRENNER	1500 JFK BLVD. (TWO PENN CENTER), St. 404	PHILADELPHIA	PA	19102
MCELHONE, JAMES		NASS CANCELLIERE BRENNER	DAVID BRENNER	1500 JFK BLVD. (TWO PENN CENTER), St. 404	PHILADELPHIA	PA	19102
MCINNIS, MALTHORP		NASS CANCELLIERE BRENNER	DAVID BRENNER	1500 JFK BLVD. (TWO PENN CENTER), St. 404	PHILADELPHIA	PA	19102
BOND, HORACE R.		NASS CANCELLIERE BRENNER	DAVID BRENNER	1500 JFK BLVD. (TWO PENN CENTER), St. 404	PHILADELPHIA	PA	19102
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LILLEY, GROVER D., SR.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
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TAYLOR, THOMAS LORENZO		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
HEDRICK, HOYLE E.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
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BATTS (DEC), WILLIAM GATHA		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
BOND, KENNETH M., SR.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
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HYATT, HERSHEL LESTER		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
JACKSON, JOSEPH L.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
JEFFRIES, NORMAN CLYDE		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
JOHNSON, ROGER L.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
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KEMP, GEORGIA C.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
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LOWE, PERCY WILLIAM, JR.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
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PACHECO, SILAS		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
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PARKS, ROGER W.SR.,		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
PATRICK, GEORGE A.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
PEARSON (DEC), WILLIE R.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
PEARSON, ROBERT H.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
PERKINS, JOHNNIE R.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
PIERCE, WILLIAM M.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
POPE, WILLIAM E.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
RAMSEY, PAUL E.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
RANDOLPH, OLEN		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
RICKS, WILLARD		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
ROBERTS, LACY		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
SAUNDERS, LEWIS A.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
SIGLER, ROBERT L.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
SMITH, JERRY G.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
SMITH, LANCE H., JR.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
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SPENCER, SAMUEL O.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
SPINKLE, EDWARD F.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
STARCHER, BOYD A.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
STARCHER, KIMBALL S.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
STARCHER, RALPH S.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
STEPHENSON, HENRY		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
THACKER, ALLEN P.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
THORNE, FRANKLIN R.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
TOBIAS, JOHN D.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
TOWNSELL, JOHN B., SR.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
UZZLE, ELTON		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
VEAZEY, HARRY L.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
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WARD, PERCY FRANKLIN, SR.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
WEAVER, JESSE L.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
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WELLS, EUGENE K.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
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WILLIAMS, PERCY H.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
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NEWBERN (DEC), PERCY L., JR.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
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BUTCHER, VINCENT L.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
EAGLE (DEC), EVERETT W.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
HILL (DEC), JAMES F.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
JONES (DEC), JAMES A., JR.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
NEWMAN (DEC), CLAUDE L.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
OLIVER, HUNTLEY M.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
BURRIS (DEC), GRANT H.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
CHRISTENSEN (DEC), ALFRED F.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
CONNELLY (DEC), JOHN G.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
KEMP, GUY PAGE		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
ROWE, CARLTON D.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
SMITHER, HENRY CLIFTON		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
THOMAS (DEC), JERRY A.		PATTEN, WORNOM, HATTEN & DIAMONSTEIN, LC	DONALD PATTEN	12350 JEFFERSON AVE., STE. 300	NEWPORT NEWS	VA	23602
BRUDUMI, NICHOLAS		PAUL REICH & MYERS PC	ROBERT E. PAUL	1608 WALNUT ST., STE. 500	PHILADELPHIA	PA	19103
HOLMES, RICHARD T., JR.		PAUL REICH & MYERS PC	ROBERT E. PAUL	1608 WALNUT ST., STE. 500	PHILADELPHIA	PA	19103
WALKER, THEODORE R., SR.		PAUL REICH & MYERS PC	ROBERT E. PAUL	1608 WALNUT ST., STE. 500	PHILADELPHIA	PA	19103
WILSON, KENNETH		LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
BECNEL, CHERYL		LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
CHALKER, PAMELA		LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
DURAN, GILBERT JR.		LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
EVANS, MARVIN		LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
KRAEMER, DARWIN		LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
PIERRON, ROSEANNE		LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
ROGERS, JOHN		LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
TONCREY, RONALD	\$ 5,000	LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
VONLIENEN, WENDY		LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
DEMOLLE (DEC), REGINA	\$ 180,000	LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
PLAISANCE (DEC), CORBERT J., SR.		LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
SIMONEAUX, MICHAEL		LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
SKOWRONSKI, THOMAS PAUL		LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
THOMAS (DEC), SAM		LAW OFFICES OF PHILLIP C. HOFFMAN	PHILLIP C. HOFFMAN	643 MAGAZINE STREET, SUITE 300 A&B	NEW ORLEANS	LA	70130
DIODATI, BENJAMIN		PHILLIPS & PAOLICELLI	KATHLEEN CONFER	747 THIRD AVE., 6TH FL.	NEW YORK	NY	10017
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ALLO, CHARLES III		POURCIAU LAW FIRM	DAMON POURCIAU	650 POYDRAS ST., STE. 1400	NEW ORLEANS	LA	70130
DUFRENE (DEC), LEON A.		POURCIAU LAW FIRM	DAMON POURCIAU	650 POYDRAS ST., STE. 1400	NEW ORLEANS	LA	70130
SEWIRE, PATRICK		POURCIAU LAW FIRM	DAMON POURCIAU	650 POYDRAS ST., STE. 1400	NEW ORLEANS	LA	70130
BATISTE (DEC), RAYMOND		POURCIAU LAW FIRM	DAMON POURCIAU	650 POYDRAS ST., STE. 1400	NEW ORLEANS	LA	70130
CANNON (DEC), BILLY ROY		POURCIAU LAW FIRM	DAMON POURCIAU	650 POYDRAS ST., STE. 1400	NEW ORLEANS	LA	70130
DUFRENE (DEC), PRISCILLA S.		POURCIAU LAW FIRM	DAMON POURCIAU	650 POYDRAS ST., STE. 1400	NEW ORLEANS	LA	70130
GORDON (DEC), JOY		POURCIAU LAW FIRM	DAMON POURCIAU	650 POYDRAS ST., STE. 1400	NEW ORLEANS	LA	70130
ROBINSON (DEC), MELVIN L.		POURCIAU LAW FIRM	DAMON POURCIAU	650 POYDRAS ST., STE. 1400	NEW ORLEANS	LA	70130
SANDIFER, BOOKER		POURCIAU LAW FIRM	DAMON POURCIAU	650 POYDRAS ST., STE. 1400	NEW ORLEANS	LA	70130
BRIGNAC, PERCY J.		POURCIAU LAW FIRM	DAMON POURCIAU	650 POYDRAS ST., STE. 1400	NEW ORLEANS	LA	70130
PERCLE, PHILIP MORRIS, SR.		POURCIAU LAW FIRM	DAMON POURCIAU	650 POYDRAS ST., STE. 1400	NEW ORLEANS	LA	70130
PRUDE, WILLIAM		POURCIAU LAW FIRM	DAMON POURCIAU	650 POYDRAS ST., STE. 1400	NEW ORLEANS	LA	70130
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DANDRY, MICHAEL		ROUSSEL & CLEMENT	GEROLYN P. ROUSSEL	1550 W. CAUSEWAY APPROACH	MANDEVILLE	LA	70471
LEFORT (DEC), LOGAN LUCIEN		ROUSSEL & CLEMENT	GEROLYN P. ROUSSEL	1550 W. CAUSEWAY APPROACH	MANDEVILLE	LA	70471
LEGENDRE, TERRY JOSEPH		ROUSSEL & CLEMENT	GEROLYN P. ROUSSEL	1550 W. CAUSEWAY APPROACH	MANDEVILLE	LA	70471
RAGUSA (DEC), FRANK P., JR.		ROUSSEL & CLEMENT	GEROLYN P. ROUSSEL	1550 W. CAUSEWAY APPROACH	MANDEVILLE	LA	70471
RIVET (DEC), TOMMY P.		ROUSSEL & CLEMENT	GEROLYN P. ROUSSEL	1550 W. CAUSEWAY APPROACH	MANDEVILLE	LA	70471
COCHRAN, KENNETH W	\$ 1,000	SCOTT & SCOTT	TOM SCOTT	PO BOX 2009	JACKSONVILLE	MS	39215-2009
RAYNER, BILLY	\$ 1,000	SCOTT & SCOTT	TOM SCOTT	PO BOX 2009	JACKSONVILLE	MS	39215-2009
GROOM (DEC), GARLAND L.		SEGAL MCCAMBRIDGE SINGER & MAHONEY	ROBERT W. SULLIVAN IV	SUITE 2500, ONE NORTH CHARLES	BALTIMORE	MD	21201
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CARPENTER (DEC), EDWIN JAMES		SHRADER & ASSOCIATES, LLP	ROSS D. STOMEL II	22A GINGER CREEK PARKWAY	GLEN CARBON	IL	62034
EARGLE (DEC), FREEDA K.		SHRADER & ASSOCIATES, LLP	ROSS D. STOMEL II	22A GINGER CREEK PARKWAY	GLEN CARBON	IL	62034
GLAZIER (DEC), DAVID W.		SHRADER & ASSOCIATES, LLP	ROSS D. STOMEL II	22A GINGER CREEK PARKWAY	GLEN CARBON	IL	62034
JUNG (DEC), ROBERT J.		SHRADER & ASSOCIATES, LLP	ROSS D. STOMEL II	22A GINGER CREEK PARKWAY	GLEN CARBON	IL	62034

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
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LENTINE, DEBORAH J.		SHRADER & ASSOCIATES, LLP	ROSS D. STOMEL II	22A GINGER CREEK PARKWAY	GLEN CARBON	IL	62034
MCCALLA (DEC), JAMES L.		SHRADER & ASSOCIATES, LLP	ROSS D. STOMEL II	22A GINGER CREEK PARKWAY	GLEN CARBON	IL	62034
MELLIS (DEC), DONALD W.		SHRADER & ASSOCIATES, LLP	ROSS D. STOMEL II	22A GINGER CREEK PARKWAY	GLEN CARBON	IL	62034
MINETTI, TINA L.		SHRADER & ASSOCIATES, LLP	ROSS D. STOMEL II	22A GINGER CREEK PARKWAY	GLEN CARBON	IL	62034
NICHOLSON, JIMMY J.		SHRADER & ASSOCIATES, LLP	ROSS D. STOMEL II	22A GINGER CREEK PARKWAY	GLEN CARBON	IL	62034
SHEPARD, KEITH D.		SHRADER & ASSOCIATES, LLP	ROSS D. STOMEL II	22A GINGER CREEK PARKWAY	GLEN CARBON	IL	62034
WEIR, EARL C. JR.		SHRADER & ASSOCIATES, LLP	ROSS D. STOMEL II	22A GINGER CREEK PARKWAY	GLEN CARBON	IL	62034
COLPITT (DEC), ALLEN D.		SIMMONS HANLY CONROY	NICK ANGELIDES	ONE COURT ST.	ALTON	IL	62002
GALLO (DEC), JOHN		SIMMONS HANLY CONROY	NICK ANGELIDES	ONE COURT ST.	ALTON	IL	62002
KITCHEN, DARRELL		SIMMONS HANLY CONROY	NICK ANGELIDES	ONE COURT ST.	ALTON	IL	62002
LANGFORD, LEONARD H., SR.		SIMMONS HANLY CONROY	NICK ANGELIDES	ONE COURT ST.	ALTON	IL	62002
LAPIERRE, ALBERT		SIMMONS HANLY CONROY	NICK ANGELIDES	ONE COURT ST.	ALTON	IL	62002
SALTZMANN, ALBERT		SIMMONS HANLY CONROY	NICK ANGELIDES	ONE COURT ST.	ALTON	IL	62002
SANCHEZ (DEC), HECTOR J.		SIMMONS HANLY CONROY	NICK ANGELIDES	ONE COURT ST.	ALTON	IL	62002
SCHULZE (DEC), RONALD	\$ 75,000	SIMMONS HANLY CONROY	NICK ANGELIDES	ONE COURT ST.	ALTON	IL	62002
WIGGINS, SAMUEL		SIMMONS HANLY CONROY	NICK ANGELIDES	ONE COURT ST.	ALTON	IL	62002
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DRISCOLL (DEC), DAVID F.		SIMON GREENSTONE PANATIER BARTLETT PC	JENNIFER L. BARTLETT	3780 KILROY AIRPORT WAY, STE. 680	LONG BEACH	CA	90806
DRISCOLL (DEC), DAVID F.		SIMON GREENSTONE PANATIER BARTLETT PC	JENNIFER L. BARTLETT	3780 KILROY AIRPORT WAY, STE. 680	LONG BEACH	CA	90806
KUDRNA (DEC), FRANK J., SR.		SIMON GREENSTONE PANATIER BARTLETT PC	JENNIFER L. BARTLETT	3780 KILROY AIRPORT WAY, STE. 680	LONG BEACH	CA	90806
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SAMUEL (DEC), WALTER M.		SKEEN, GOLDMAN, LLP	HARRY GOLDMAN	11 E. LEXINGTON ST., 4TH FL.	BALTIMORE	MD	21202
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SORBELLO, KEVIN M.		STEPHEN J. AUSTIN, LLC	STEPHEN J. AUSTIN	1 GALLERIA BLVD., STE. 1900	MATAIRIE	LA	70001
AULTMAN, WILLIAM R.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
BAILEY, WILLIE	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
BASS, GAYLE D.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
BENFIELD, EARL D.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
BROOKS, J. T., JR.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
BURNEY (DEC), HARRY D.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
CASEY, JAMES D.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
COFFMAN (DEC), ALFRED CLIFTON	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
COLE, DERL	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
COOK, JAMES H.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
DANIELS, JAMES R., JR.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
DAVIS, ROBERT E.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
DRURY, RALPH	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
EDWINGS, CLARA	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
GUY (DEC), JAMES E.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
HOLCOMBE, HERMAN A.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
HOWARD, PHILLIP M.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
JORDAN, JOHN C.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
KEITH, FREDERICK M.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
MANUEL, GEORGE	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
MASSEY, JIMMY D.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
MCCORMACK, C. E.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
MCLENDON, CHARLES F.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
MCLENDON, VONCILLE G.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
MCLEOD, ALVIN R.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
MILLENDER, SAMUEL	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
MIZELLE, THURMOND M.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
MOSELY, BRITTON	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
PHILLIPS, TONY D.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
RAMSEY, K. D.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
RICHARD, JOHNNIE C.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
ROWELL, CHARLES K.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
SAWYER, WILLIAM A., JR.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
SIMS, JOANNE F.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
TANNER (DEC), THOMAS E.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
WILKES, WILLIE B.	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
YOUNG, COLUMBUS	\$ 1,000	STEPHEN L. SHACKELFORD, PLLC	STEPHEN L. SHACKELFORD	5 OLD RIVER PL., STE. 204	JACKSON	MS	39202
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GOMEZ (WD), CARY		THE GALANTE LITIGATION GROUP	SCOTT GALANTE	816 CADIZ ST.	NEW ORLEANS	LA	70115
PEREZ, FRANKLIN		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
TASKEY, DONALD		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
BRACY, HORACE		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
COUCH (DEC), ROBERT		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
EATON, ROBERT LEE		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
JORDAN, ALFRED		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
BROWN, KENNETH C.	\$ 24,000	THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
CLEMENTS (DEC), JEANETTE T.		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
CONNOR (DEC), ELMER JR.		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
DICKERSON (DEC), EILEEN		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
EAST (DEC), STEVEN M.		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
RINGER (DEC), WILBUR		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
TOLBERT (DEC), ALBERT		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
WALKER, MELVIN E, JR.		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
YARBROUGH, DANA		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
ELLIOTT, DAVID B., JR.		THE GORI LAW FIRM	CHRISTOPHER T. LAYLOFF	156 N. MAIN ST.	EDWARDSVILLE	IL	62025
PETICCA, JOHN		THE HALPERN LAW FIRM LLC	DAVID HALPERN	40 E. MONTGOMERY AVE., #35	ARDMORE	PA	19003
MATSEN (DEC), WILLIAM		THE HALPERN LAW FIRM LLC	DAVID HALPERN	40 E. MONTGOMERY AVE., #35	ARDMORE	PA	19003
KOWCHECK, REGIS F.		THE RUCKDESCHEL LAW FIRM, LLC	JONATHAN RUCKDESCHEL	3645 CRAGSMOOR RD.	ELLCOTT CITY	MD	21042
DANTINNE, RUSSELL		SHEIN LAW	PETER SHEIN	121 S. BROAD ST., 21ST FLOOR	PHILADELPHIA	PA	19107
LANASA (DEC), WALLACE J., JR.		UNGLESBY LAW	LEWIS O. UNGLESBY	246 NAPOLEON ST.	BATON ROUGE	LA	70802
BENEVICZ, FRANK		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
BRANAGAN, THOMAS B.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
BRILL, LUTHER		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
BULETT, EDWARD L.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
COMPELLO, PATRICK P.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
COOSENBERRY, HAROLD		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
CORNELIUS, JOSEPH		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
COX, PRENTISS L.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
CRONIN, RAYMOND		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
DEANE, CLAUDE		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
DEMARCO, JAMES		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
DOBSON, JOSEPH		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
EASTO, MICHAEL P.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
FARBER, RICHARD		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
FARBER, RICHARD		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
FARBER, RICHARD		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
FAUST, RUSSELL B., SR.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
HARDEN, GEORGE S.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
HOLT, HOWARD E.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
HUMPHREY, JOHNNIE L.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
LAPETINA, NICHOLAS		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
LEMON, JEFF		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
LEWIS, ROBERT E.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
MAXWELL, MONTREY		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
MAYFIELD, WALTER		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
MERRIKEN, WILLIAM M.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
MEYERS, RICHARD J.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
MUELLER, WALTER L.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
MULLEN, CHRISTIAN G.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
ORLOSKY, FRANK J.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
PARSONS, CLARENCE		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
PHILLIPS, IRVING H.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
PINDER, ARTHUR JR.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
QUICK, THEODORE B.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
RHODES, EARL J.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
RUGALLA, PAUL		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
SCHEPLENG, EDWARD		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
SMITH, GLENN H.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
TRUSTY, FREDERICK L.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
WATKINS, LEE		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
WILKINS, ALBERT J.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
WILLIAMS, ROBERT B, JR.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
WILSON, CHARLES F.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
WORTHINGTON, LOUISE W.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
ANDERSON, DAVID L.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
ARMSTEAD, RUDY W., JR.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
BALLOU, JAMES M.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
DAVIS, CHARLES		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
DIXON, JOHN T., JR.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
FARMER, WILLIE L.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
JONES, NORRIS W.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
JONES, ROGER L.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
KELLAM, BARBARA J.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
LOCKS, THOMAS L.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
LOGAN, DEAN C.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
MILLER, ULYSSES J., JR.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
MUELLER, JOHN V., SR.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
NEWMAN, RICHARD L.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
PERRY, LESTER O.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
ROSE, JAMES H., JR.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
SHARPE, LEWIS J.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
SMITH, WARRINGTON		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
STEVENSON, JAMES E.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
TURNER, ROBERT L.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
WALKER, DAVID V.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
SAWYER, ROBERT R.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
YELTON, ELMER		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
BLUE, JEROME A., SR.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
GIBSON (dec), CHARLES E.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
JACKSON (DEC), CHARLES H.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
KLINGELHOFER (DEC), MARION G., JR.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
STERLING (DEC), RUDOLPH		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
WINGFIELD, MICHAEL F.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
DAFFIN, HOWARD JR.		VENABLE LLP	THEODORE F. ROBERTS	210 W. PENNSYLVANIA, STE. 500	TOWSON	MD	21204
HARRIS, DENNIS PAUL		ENEZIA & ASSOCIATES	JOHN A. VENEZIA	757 ST. CHARLES AVE., STE. 302	NEW ORLEANS	LA	70130
KERR, WILLIAM		WATERS, KRAUS & PAUL	GAYLE M. MORTOLA	3219 MCKINNEY AVE., STE. 3000	DALLAS	TX	75204
CHRISTENSEN, DAVID EMMETT		WEINSTEIN CAGGIANO PLLC	BRIAN WEINSTEIN	600 UNIVERSITY ST., STE. 1620	SEATTLE	WA	98101
PORTER, HARRY		WEITZ & LUXENBERG, P.C.	PERRY WEITZ	700 BROADWAY	NEW YORK	NY	10003
BUTLER, EDWARD T., SR.		WHITEFORD TAYLOR PRESTON	DWIGHT W. STONE, II	SEVEN SAINT PAUL ST., SUITE 1400	BALTIMORE	MD	21202
CALE, DOUGLAS P.		WHITEFORD TAYLOR PRESTON	DWIGHT W. STONE, II	SEVEN SAINT PAUL ST., SUITE 1400	BALTIMORE	MD	21202
HARRIS (DEC), HUGO H.		WHITEFORD TAYLOR PRESTON	DWIGHT W. STONE, II	SEVEN SAINT PAUL ST., SUITE 1400	BALTIMORE	MD	21202
KINSEY, KENNETH		WHITEFORD TAYLOR PRESTON	DWIGHT W. STONE, II	SEVEN SAINT PAUL ST., SUITE 1400	BALTIMORE	MD	21202
WALDMANN (DEC), KARL		WHITEFORD TAYLOR PRESTON	DWIGHT W. STONE, II	SEVEN SAINT PAUL ST., SUITE 1400	BALTIMORE	MD	21102
ANDERSON, CHARLES E.		UNKNOWN					
ANDERSON, RAYMOND		UNKNOWN					
ARNOLD, DONALD		UNKNOWN					
BAIER, GEORGE M., JR.		UNKNOWN					
BALLARD, CHARLES		UNKNOWN					
BANASHAK, JOHN M., JR.		UNKNOWN					
BARNES, EDWARD F.		UNKNOWN					
BECKER, EDWARD H.		UNKNOWN					
BELCASTRO, FRANK L.		UNKNOWN					
BIGGERSTAFF, EUGENE T.		UNKNOWN					
BOOKER, ERNEST H.		UNKNOWN					
BRANNOCK, BERNARD		UNKNOWN					
BRUFF, CHARLES M.		UNKNOWN					
BULLINGER, JOSEPH		UNKNOWN					
BYRON, MARY T.		UNKNOWN					
CATON, JOSEPH		UNKNOWN					
CLEMONS, HENRY L.		UNKNOWN					
COKER, HOWARD		UNKNOWN					
COLEMAN, WILLIAM H.		UNKNOWN					
COLLINS, EDWARD		UNKNOWN					
COLTRANE, JAMES		UNKNOWN					
COOK, EDWARD		UNKNOWN					
COTTMAN, HERMAN G.		UNKNOWN					

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
COURTNEY, BETTY J.		UNKNOWN					
CREAGER, JOHN		UNKNOWN					
CURRY, JOHN M.		UNKNOWN					
DAWSON, GEORGE SR.		UNKNOWN					
DEFIBAUGH, MESO TRIAL GROUP 03/04		UNKNOWN					
DEROSA, LOUIS		UNKNOWN					
DIEHL, ARLIE		UNKNOWN					
DODSON, ROBERT L.		UNKNOWN					
EANES, JAMES		UNKNOWN					
EDWARDS, MESO TRIAL GROUP 05/04		UNKNOWN					
ELDER, WESLEY		UNKNOWN					
ELLIOT, JAMES E.		UNKNOWN					
ELLIOTT, MARGARET		UNKNOWN					
EULERT, ROLAND H.		UNKNOWN					
FAGAN, PATRICK L.		UNKNOWN					
FENNER, CHARLES R.		UNKNOWN					
FINKELSTEIN, MILTON		UNKNOWN					
FINNEY, LEVI T., JR.		UNKNOWN					
FLOYD, JOHN		UNKNOWN					
FOOTS, HERBERT		UNKNOWN					
FORREST, ADELE		UNKNOWN					
FRANK, EDWARD LINGARD		UNKNOWN					
FRICK, LEWIS E., SR.		UNKNOWN					
FUENTE, ELDEN		UNKNOWN					
GALLAGHER, ANDREW T.		UNKNOWN					
GEIGER, OTIS		UNKNOWN					
GENDIMENICO, EUGENE V.		UNKNOWN					
GIBSON, ARNOLD L.		UNKNOWN					
GOONAN, TIMOTHY T., SR.		UNKNOWN					
HALL, ALBERT		UNKNOWN					
HALL, CHARLES M.		UNKNOWN					
HARPER, BRYAN		UNKNOWN					
HAYES, CARSON S.		UNKNOWN					
HEARNE, FRANKLIN		UNKNOWN					
HENDERSON, FRANK		UNKNOWN					
HENRY, JAMES H.		UNKNOWN					
HILL, JOHNNIE F.		UNKNOWN					
HILL, ROBERT		UNKNOWN					
HOLDER, DESMOND		UNKNOWN					
HORN, JOHN		UNKNOWN					
HORSMAN, WILLIAM VERNON		UNKNOWN					
HOUIMIS STELIANOS		UNKNOWN					
HUNT, CHARLES H.		UNKNOWN					
HYATT, DUKE A.		UNKNOWN					
ISSAC, ALONZO		UNKNOWN					
JARVIS, JAMES		UNKNOWN					
JEFFREYS, ROBERT A.		UNKNOWN					
JERGENSEN JULIUS		UNKNOWN					
JOHNSON, GEORGE		UNKNOWN					
JOHNSON, JESSE H.		UNKNOWN					
JOHNSON, PEARL		UNKNOWN					
JOYNER, JAMES E		UNKNOWN					
JUSTICE, CHARLES		UNKNOWN					
KELLEY, DONALD		UNKNOWN					
LANGUELL, RAY		UNKNOWN					
LEDEBA, JOHN		UNKNOWN					
LEITZER, JOSEPH		UNKNOWN					
LOCHAMY, CHARLES		UNKNOWN					
LONG, CHARLES L.		UNKNOWN					
LOSS, STEVE		UNKNOWN					
MANOLOVICH, WALTER		UNKNOWN					
MATTHEWS, ANTHONY SR.		UNKNOWN					
MAVROS, NIKOLAOS		UNKNOWN					
MCCARTHY, JOHN JR.		UNKNOWN					
MCDONALD, CHARLES		UNKNOWN					
MCNEILL, GEORGE		UNKNOWN					
MECHLINSKI, RONALD		UNKNOWN					

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
MESO TRIAL GRp, ADDISON		UNKNOWN					
MITCHELL, PEGGY		UNKNOWN					
MOORE, WILLIAM		UNKNOWN					
NETTLES, WILLIAM C.		UNKNOWN					
NICHOLSON, EARVIN W., JR.		UNKNOWN					
NORDIN, IRVIN		UNKNOWN					
NUNN, JESSE JR.		UNKNOWN					
PARKER, REUBEN		UNKNOWN					
PARSONS, PHILIP D.		UNKNOWN					
PATTON, MESO TRIAL GROUP 06/04		UNKNOWN					
PAUL, CARL		UNKNOWN					
PAVEY, ROBERT		UNKNOWN					
PEOPLES, WILLIAM JR.		UNKNOWN					
PERNA, AUGUSTINE F.		UNKNOWN					
PETTIE, RICHARD JR.		UNKNOWN					
PETTY, WILLIE		UNKNOWN					
PONTIATOWSKI, CHESTER		UNKNOWN					
POOLE, ROBERT		UNKNOWN					
RALKO, MICHAEL F.		UNKNOWN					
RASPI, GERALD		UNKNOWN					
REINHARDT, HARRY		UNKNOWN					
RICHBURG, MILLARD		UNKNOWN					
RIDER, KELLY		UNKNOWN					
ROBBINS, MERRITT B.		UNKNOWN					
ROBERTS, LEROY		UNKNOWN					
ROBINSON, RUSSELL		UNKNOWN					
RODGERS, JAMES H., SR.		UNKNOWN					
ROWSEY, DENNIS L.		UNKNOWN					
SALVETTI, ANTHONY		UNKNOWN					
SANDERS, DAVID R.		UNKNOWN					
SINGLETON, ARTHUR		UNKNOWN					
SIVIERO, FRANK		UNKNOWN					
SMITH, CLARENE JR.		UNKNOWN					
SMITH, E. PAUL		UNKNOWN					
SMITH, ROBERT E.		UNKNOWN					
SPEARMAN, STACY D.		UNKNOWN					
SPEARS, JOHN		UNKNOWN					
STABILE, FRANK N.		UNKNOWN					
STEVENS, KENNETH		UNKNOWN					
STOECKER, CLIFFORD		UNKNOWN					
STUCKEY, CARLTON R.		UNKNOWN					
STURDIVANT, JAMES W.		UNKNOWN					
SULLIVAN, ARLEY		UNKNOWN					
TAYLOR, EUGENE		UNKNOWN					
THOMAS, JERRY A.		UNKNOWN					
VENT, JOAN		UNKNOWN					
WHATMOUGH, LLOYD A.		UNKNOWN					
WILLIAM, GEORGE		UNKNOWN					
WILSON, RUSSELL		UNKNOWN					
WOOD, JOHN		UNKNOWN					
ANDREJAK, ANTHONY J.		UNKNOWN					
BAKER, JAMES D.		UNKNOWN					
BARNES, TYRONE S.		UNKNOWN					
BARNETT, FLORENCE E.		UNKNOWN					
BARNETT, WILLIAM		UNKNOWN					
BARNHART, MARSHALL		UNKNOWN					
BATEMAN, DELMAR G.		UNKNOWN					
BENNETT, ANTHONY J.		UNKNOWN					
BERRY, HOWARD C.		UNKNOWN					
BERTRAND, EDWARD J.		UNKNOWN					
BLACK, ELWOOD		UNKNOWN					
BLACK, CLIFFORD L.		UNKNOWN					
BLACKBURN, WILLIAM E.		UNKNOWN					
BOND, EDWARD F.		UNKNOWN					
BOND, JOSEPH F.		UNKNOWN					
BRANDT, RAYMOND		UNKNOWN					
BREWER, CHARLES DEAN		UNKNOWN					

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
BITCHER, NORMAN		UNKNOWN					
BROADWATER, JOHN IRA		UNKNOWN					
BROCTON, JULIUS		UNKNOWN					
BROWN, WALTER E., SR.		UNKNOWN					
BRUGGEMAN, EMERSON A.		UNKNOWN					
BRYAN, RONALD W., SR.		UNKNOWN					
BURCH, MARY E.		UNKNOWN					
CALLOW, ALBERT B.		UNKNOWN					
CARROLL, ROBERT C.		UNKNOWN					
CAVEY, JOYCE A.		UNKNOWN					
CHANEY, JESSE W.		UNKNOWN					
CIOTTA, LEONARD J.		UNKNOWN					
CLAYVILLE, MILDRED H.		UNKNOWN					
COLE, THOMAS W.		UNKNOWN					
COLLIER, BERNICE O.		UNKNOWN					
COOK, JEFFERSON M.		UNKNOWN					
COOK, JULIUS		UNKNOWN					
COOK, ROBERT P.		UNKNOWN					
COPELAND, TYRONE A.		UNKNOWN					
COSENTINO, JOHN L.		UNKNOWN					
COX, ROBERT E.		UNKNOWN					
CRAIG, ROBERT L.		UNKNOWN					
CRAWFORD, VIRGIL		UNKNOWN					
DAFFIN, HOWARD H., III		UNKNOWN					
DANNA, ANGELO A.		UNKNOWN					
DAVIS, JAMES		UNKNOWN					
DAVIS, ROLAND T.		UNKNOWN					
DAYTON, JAMES A., JR.		UNKNOWN					
DEHNE, RONALD C.		UNKNOWN					
DICK, JACK J.		UNKNOWN					
DIGNAZIO, ALEXANDER		UNKNOWN					
DISTLER, WILLIAM G.		UNKNOWN					
DONALDSON, JAMES P.		UNKNOWN					
DUNNINGAN, WAYNE W.		UNKNOWN					
DURKAN, JEROME GILBERT, SR.		UNKNOWN					
EDER, EMIL W.		UNKNOWN					
ESPOSITO, MICHAEL		UNKNOWN					
FARRELL, GEORGE L., SR.		UNKNOWN					
FERANDES, GEORGE L.		UNKNOWN					
FERGUSON, NORMAN		UNKNOWN					
FILLEAUX, HERBERT G.		UNKNOWN					
FINNERTY, THOMAS C.		UNKNOWN					
FITZER, MICHAEL M.		UNKNOWN					
FLAGG, RAYMOND		UNKNOWN					
FLEISCHMAN, PHILIP M.		UNKNOWN					
FORD, JOHN D.		UNKNOWN					
FORD, WILLIAM A.		UNKNOWN					
FOSTER, JAMES U., JR.		UNKNOWN					
FULLER, CHARLES		UNKNOWN					
GAWENS, GEORGE J.		UNKNOWN					
GELVAR, BURTON RONALD		UNKNOWN					
GLORIOSO, MARIE G.		UNKNOWN					
GODMAN, MELVIN SR.		UNKNOWN					
GOOLSBEE, ROBERT D., SR.		UNKNOWN					
GOVER, WILLIAM F.		UNKNOWN					
GOWNLEY, JOHN R.		UNKNOWN					
GRAHAM, HENRY B., JR.		UNKNOWN					
GREEN, TRACY A.		UNKNOWN					
GRIFFIN, RICHARD T., III		UNKNOWN					
GRIFFITHS, DAVID W.		UNKNOWN					
HABICHT, OSCAR E.		UNKNOWN					
HACKETT, WILLIAM E.		UNKNOWN					
HAMILTON, CLARENCE		UNKNOWN					
HAMMOND, LOUIS E.		UNKNOWN					
HANKEY, MARLOW		UNKNOWN					
HARDEN, MARSHALL W.		UNKNOWN					
HARDY, CHARLES		UNKNOWN					

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
HARDY, CURTIS T.		UNKNOWN					
HARDY, JAMES C.		UNKNOWN					
HARE, NORMAN C., SR.		UNKNOWN					
HARMON, WILLIAM W.		UNKNOWN					
HART, LINWOOD R.		UNKNOWN					
HAYES, WILLIAM F.		UNKNOWN					
HECK, CAREY STEVEN		UNKNOWN					
HENDERSON, JAMES K.		UNKNOWN					
HENSON, EARL		UNKNOWN					
HICKLEN, JAMES MARTIN		UNKNOWN					
HIEGGBY, DONALD F.		UNKNOWN					
HILL, JOHN F.		UNKNOWN					
HILL, THOMAS M.		UNKNOWN					
HOLLY, WARREN T.		UNKNOWN					
HORAK, JOSEPH		UNKNOWN					
HORSTMAN, RALPH		UNKNOWN					
HURLEY, MILFORD SR.		UNKNOWN					
HURT, CHARLES L.		UNKNOWN					
JACKSON, GEORGE W.		UNKNOWN					
JENNINGS, ROBERT E.		UNKNOWN					
JOHNSON (DEC), PRESTON SR.		UNKNOWN					
JOHNSON, CHARLES C.		UNKNOWN					
JOHNSON, CLEO		UNKNOWN					
JOHNSON, JAMES B.		UNKNOWN					
JONES, DEBORA		UNKNOWN					
JOYNER, JOSEPH P.		UNKNOWN					
KACZMARCZYK, STEPHEN J.		UNKNOWN					
KEMPTON, JOHN		UNKNOWN					
KIEL, RUBIN		UNKNOWN					
KILLMON, CHARLES		UNKNOWN					
KING, JOHN J., III		UNKNOWN					
KIRSTUKAS, BENARD L.		UNKNOWN					
KLINE, DONALD I.		UNKNOWN					
KLINE, ROLAND C.		UNKNOWN					
KLYSZEWSKI, ROMAN P.		UNKNOWN					
KNAUER, JOSEPH S.		UNKNOWN					
KNIGHT, GEORGE H., JR.		UNKNOWN					
KULIKOWSKI, GILBERT A.		UNKNOWN					
LAGNA, RICHARD J.		UNKNOWN					
LAMAR, CHARLES ARLON		UNKNOWN					
LANGRALL, ELMER LEE		UNKNOWN					
LARMORE, EDWIN F.		UNKNOWN					
LEGG, BILLY G.		UNKNOWN					
LEWIS, SPENCER H.		UNKNOWN					
LINGENFELTER, CLAIR A.		UNKNOWN					
LISTER, LAWRENCE		UNKNOWN					
LIVOLSI, JOHN P.		UNKNOWN					
LOCHARY, DONALD		UNKNOWN					
LUBINSKI, ANDREW M.		UNKNOWN					
MALCZEWSKI, DANIEL J.		UNKNOWN					
MARTIN, DONALD PAUL, SR.		UNKNOWN					
MATTERA, JOHN J.		UNKNOWN					
MAXIMUK, WALTER		UNKNOWN					
MAZURKIEWIOWICK, FRANK W.		UNKNOWN					
MCCLUNG, FREDERICK R.		UNKNOWN					
MCCROSKEY, RANDEL R.		UNKNOWN					
MCQUAID, JAMES ANTHONY		UNKNOWN					
MEISE, JOSEPH L.		UNKNOWN					
MILLER, JULIAN		UNKNOWN					
MILLS, BOBBY RAY		UNKNOWN					
MISE, DOUGLAS M.		UNKNOWN					
MITCHELL, JOHN		UNKNOWN					
MITCHELL, JOHN F.		UNKNOWN					
MITCHELL, NORMAN C.		UNKNOWN					
MONROE, NELSON		UNKNOWN					
MONTGOMERY, LAWRENCE		UNKNOWN					
MULLAUER, CHARLES		UNKNOWN					

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
ODONNELL, DENNIS J.		UNKNOWN					
O'FARRELL, VICTOR		UNKNOWN					
ONEIL, WILSON R.		UNKNOWN					
PAETOW, ROLAND		UNKNOWN					
PAGH, CALVIN E., SR.		UNKNOWN					
PAIGE, EDWARD W.		UNKNOWN					
PANZER, FREDERICK F.		UNKNOWN					
PAPPAS, EDWARD I.		UNKNOWN					
PARDUE, LAWRENCE		UNKNOWN					
PARKER, ARCHIE GRAHAM, SR.		UNKNOWN					
PARRISH, LEE D.		UNKNOWN					
PATAGNO, NICHOLAS JR.		UNKNOWN					
PEACH, ROLAND P.		UNKNOWN					
PEREZ, JORGE		UNKNOWN					
PETERS, HAROLD		UNKNOWN					
PITTMAN, D. L.		UNKNOWN					
POPA, LEONARD J.		UNKNOWN					
POTTS, PORTER E.		UNKNOWN					
PROBST, MARIE F.		UNKNOWN					
PROVENZANO, ROBERT F.		UNKNOWN					
PURNELL, EARL		UNKNOWN					
QUAIL, GEORGE WESLEY		UNKNOWN					
QUINLEY, DAN JR.		UNKNOWN					
RANDLE, DAVID ALAN		UNKNOWN					
REHM (DEC), HARRY JR.		UNKNOWN					
REPROGEL, RAYMOND		UNKNOWN					
REYNOLDS, ROBERT		UNKNOWN					
RICHARDSON, WILLIAM C.		UNKNOWN					
RIDLEY, JOSEPH LEE		UNKNOWN					
RITGERT, JOHN M.		UNKNOWN					
ROBICHAUD, EDWARD M., SR.		UNKNOWN					
ROBINETT, JAMES		UNKNOWN					
ROE, HAROLD E.		UNKNOWN					
ROEBRTSON, ISAIAH		UNKNOWN					
ROLFES, EDWARD		UNKNOWN					
ROOSEVELT, JONES		UNKNOWN					
ROSE, FRANK JR.		UNKNOWN					
ROSTKOWSKI, MICHAEL R.		UNKNOWN					
RUARK, RICHARD E., SR.		UNKNOWN					
RUBY, JOHN C.		UNKNOWN					
SABB, ELIJAH		UNKNOWN					
SALAMON, ALEXANDER		UNKNOWN					
SASSER, JAMES SR.		UNKNOWN					
SCHAFFER, CARLIO		UNKNOWN					
SCHMITT, CHARLES		UNKNOWN					
SCHMITT, JOHN C.		UNKNOWN					
SCHWARTZ, GERALD		UNKNOWN					
SENNETT, ARTHUR		UNKNOWN					
SHIFLET, ROY THOMAS		UNKNOWN					
SHORTER, NORMAN		UNKNOWN					
SLADICS, JOSEPH J.		UNKNOWN					
SMID, EDWIN C.		UNKNOWN					
SMITH, CARL		UNKNOWN					
SMITH, CHARLES		UNKNOWN					
SMITH, ROBERT L.		UNKNOWN					
SOWERS, EDMUND F.		UNKNOWN					
SPEICHER, GENE D.		UNKNOWN					
SPENCE, EDWARD		UNKNOWN					
SPENSATELLI, JOHN A.		UNKNOWN					
SPURRIER, HARVEY E.		UNKNOWN					
STEPNEY, CALVIN		UNKNOWN					
STOECKER, HENRY KARL		UNKNOWN					
STRATMANN, CARL		UNKNOWN					
STREET, PAUL E.		UNKNOWN					
SUBLETT, DOROTHY		UNKNOWN					
SULLIVAN, HARRY R.		UNKNOWN					
SURESCH, GEORGE		UNKNOWN					

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
SURRATT, MILLARD		UNKNOWN					
SWEET, JOHN SR.		UNKNOWN					
SWIDERSKI, STPHEN P.		UNKNOWN					
SWIGER, ROBERT E.		UNKNOWN					
SZYDLOWSKI, DANIEL R.		UNKNOWN					
THORNTON, LEONARD A.		UNKNOWN					
TRIBETT, ERNEST E.		UNKNOWN					
TURNER, JOSEPH		UNKNOWN					
WATERS, HENRY T., JR.		UNKNOWN					
WESKO, RICHARD A., SR.		UNKNOWN					
WHEAT, CHARLES		UNKNOWN					
WHEATLEY, BRUCE D.		UNKNOWN					
WHITE, CHARLES A.		UNKNOWN					
WHITE, EDWARD H., SR.		UNKNOWN					
WILLIAMS, WALKER K.		UNKNOWN					
WILSON, WILLIAM M., JR.		UNKNOWN					
WILSON, WILLIE J.		UNKNOWN					
WOOD, JOHN LEONARD		UNKNOWN					
WRIGHT, CHARLES RAY		UNKNOWN					
WRIGHT, FRANK R.		UNKNOWN					
YARTZ, MARIE K.		UNKNOWN					
YINGLING, ELMER		UNKNOWN					
YOUNG, RICHARD S.		UNKNOWN					
ADDISON, WILLIE		UNKNOWN					
BARNETTE, JOHN B.		UNKNOWN					
BARR, DONALD E.		UNKNOWN					
BELL, EUGENE		UNKNOWN					
DAVENPORT, HARLAND T.		UNKNOWN					
DELONG, WILLIAM H.		UNKNOWN					
DOLLINGER, WILLIAM		UNKNOWN					
FERANDES, WILLIAM R., SR.		UNKNOWN					
GERLACH, GEORGE W.		UNKNOWN					
HAYES, ALBERT J., SR.		UNKNOWN					
HINNANT, GEORGE H.		UNKNOWN					
HUGHES, ALBERT W.		UNKNOWN					
IRVIN, JUNIOR R.		UNKNOWN					
JACKSON, EDWARD THOMAS		UNKNOWN					
KIRKLAND, ARCHIE M.		UNKNOWN					
MINOGLIO, LOUIS S.		UNKNOWN					
MONTGOMERY, RICHARD		UNKNOWN					
MORGAN, ROBERT A.		UNKNOWN					
MOSES, HENRY ELLSWORTH		UNKNOWN					
QUINN, ROBERT J.		UNKNOWN					
WILSON, ERNEST L.		UNKNOWN					
ALLEN, RICHARD		UNKNOWN					
BARRETT (DEC), HILDA GRACE		UNKNOWN					
BOYKINS, ESTELLE		UNKNOWN					
COOK, HARRY KELLY		UNKNOWN					
DAY, EUELL G.		UNKNOWN					
DELLUOMO, MARK		UNKNOWN					
ELLIOTT, CECIL F.		UNKNOWN					
FITCH, ARTHUR T.		UNKNOWN					
GRIFFIN, FRANK R.		UNKNOWN					
JACOB, PAUL G.		UNKNOWN					
JOHNSON, CECIL C.		UNKNOWN					
JONES, ANNETTE		UNKNOWN					
JONES, IRA N.		UNKNOWN					
LACARINO, JAMES F.		UNKNOWN					
LYLES, ELIE JR.		UNKNOWN					
MILTON, JOHN C., SR.		UNKNOWN					
MURAD, RICHARD J.		UNKNOWN					
NELSON, ARCHIE		UNKNOWN					
OLENIACZ, MICHAEL		UNKNOWN					
ORLOWE, MAX A.		UNKNOWN					
STEWART, JOHN M.		UNKNOWN					
STROHMIEER, JOHN J.		UNKNOWN					
WALTERS, RICHARD C.		UNKNOWN					

Claimant	Amount	Claimant Counsel	Claimant Counsel Contact	Street Address	City	State	Zip
DAVIS, STEPHANIE E.		UNKNOWN					
FISCHER (DEC), LEROY JOSEPH		UNKNOWN					
HARTMAN, MACK		UNKNOWN					
HENDRICKS, CLAYTON H.		UNKNOWN					
JACKSON, WILLIAM A.		UNKNOWN					
KNIGHT, JAMES		UNKNOWN					
OMALLEY, THOMAS H.		UNKNOWN					
PAKASKI, PATRICIA		UNKNOWN					
PATTON, ELLEN		UNKNOWN					
PAYNE, ROBERT A.		UNKNOWN					

Fill in this information to identify the case:

Debtor name Hopeman Brothers, Inc.

United States Bankruptcy Court for the: Eastern District of Virginia
 (State)

Case number (if known): 21-32428 (KLP) Chapter 11

Check if this is an amended filing

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?

- No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.
- Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

2. List all contracts and unexpired leases		State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease
2.1	State what the contract or lease is for and the nature of the debtor's interest <u>See attached rider</u> _____ _____ State the term remaining _____ List the contract number of any government contract _____	_____ _____ _____ _____
2.2	State what the contract or lease is for and the nature of the debtor's interest _____ _____ State the term remaining _____ List the contract number of any government contract _____	_____ _____ _____ _____
2.3	State what the contract or lease is for and the nature of the debtor's interest _____ _____ State the term remaining _____ List the contract number of any government contract _____	_____ _____ _____ _____
2.4	State what the contract or lease is for and the nature of the debtor's interest _____ _____ State the term remaining _____ List the contract number of any government contract _____	_____ _____ _____ _____
2.5	State what the contract or lease is for and the nature of the debtor's interest _____ _____ State the term remaining _____ List the contract number of any government contract _____	_____ _____ _____ _____

Hopeman Brothers, Inc.

Schedule G: Executory Contracts and Unexpired Leases

Name of entity	Address	State what the contract or lease is for and the nature of the debtor's interest	State the term remaining	List the contract number of any government contract	Date
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	Confidential Settlement Agreement and Release	Not specified	N/A	10/4/2011
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	Confidential Coverage-In-Place Agreement	Not specified	N/A	6/18/2018
Alwyn Luckey and Wm. Roberts Wilson	The Law Offices of Alwyn H. Luckey, P.O. Box 724, Ocean Springs, Mississippi 39566	Administrative Agreement	Not specified	N/A	2/7/2003
Baron & Budd, P.C. & Leblanc Waddell, L.L.P.	3102 Oak Lawn Ave, Suite 1100, Dallas, Texas 75219 Attn: Russell W. Budd, Esq.	Administrative Agreement	Not specified	N/A	11/27/2006
Bottom Alley/W, LLC and Bottom Alley/O LLC	435 Essex, Suite 105, Waynesboro, Virginia 22980	Release and Indemnification	Not specified	N/A	12/27/2017
Brayton Purcell LLP	222 Rush Landing Rd., Novato, California 94945, Attn: Alan R. Brayton, Esq.	Administrative Agreement	Not specified	N/A	10/2/2002
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	Partial Settlement Agreement	Not specified	N/A	6/27/2008
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	Settlement Agreement	Not specified	N/A	12/18/2009
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	Confidential Coverage-In-Place Agreement	Not specified	N/A	6/19/2018
David O. McCormick, Esq.	729 Watts Avenue, Pascagoula, Mississippi 39567	Administrative Agreement	Not specified	N/A	8/19/2008
Dominion Insurance Company Limited	Andy Tyler, The Dominion Insurance Company Limited, 5/10 Bury Street, London EC4A5AT	Confidential Settlement Agreement and Release	Not specified	N/A	7/11/2013
Excess Insurance Company Ltd. and London & Edinburgh Insurance Company	(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	Confidential Settlement Agreement and Release	Not specified	N/A	8/17/2011

Hopeman Brothers, Inc.

Schedule G: Executory Contracts and Unexpired Leases

Name of entity	Address	State what the contract or lease is for and the nature of the debtor's interest	State the term remaining	List the contract number of any government contract	Date
Excess Insurers	(i) William B. Gresham, Special Liability Group, Travelers Property Casualty, One Tower Square, 5 MS, Hartford, Connecticut 06183; Stephen E. McCarthy, Mutual Marine Office, Inc., 919 Third Avenue, 10th Floor, New York, New York 10022; (ii) Wendy L. Mager, Esq., Smith, Stratton, Wise, Heher & Brennan, LLP, 600 College Road East, Princeton, New Jersey 08540	Interim Agreement Between Hopeman Brothers, Inc. and Certain Excess Insurers	Not specified	N/A	4/7/2004
Federal Insurance Company	202B Hall's Mill Road, Whitehouse Station, New Jersey 08889, Attn: Chubb Underwriting Department	D&O Insurance Policy	01/01/2024 to 01/01/2025	N/A	1/1/2024
Gerald Maples, Esq.	365 Canal Street, Suite 2650, New Orleans, Louisiana 70113	Administrative Agreement	Not specified	N/A	Not specified
General Reinsurance Corporation, as successor-in-interest to Northstar Reinsurance Corporation	Not Specified	Coverage-In-Place Agreement	Not specified	N/A	10/8/2013
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	Confidential Settlement Agreement and Release	Not specified	N/A	12/24/2019
Harper Insurance Ltd. 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	Confidential Settlement Agreement and Release	Not specified	N/A	2/15/2007
Insurers	(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	Confidential Settlement Agreement and Release	Not specified	N/A	7/2/2007
Jeffrey A. Varas, Esq.	119 Caldwell Dr., Hazelhurst, Mississippi 39083	Administrative Agreement	Not specified	N/A	12/14/2013
Law Offices of Peter G. Angelos, PC	100 Noth Charles Street, Baltimore, Maryland 21201, Attn: Armand J. Volta, Jr., Esq.	Administrative Agreement	Not specified	N/A	10/14/2022
Law Offices of Peter T. Nicholl	36 South Charles Street, Suite 1700, Baltimore, Maryland 21201, Attn: Peter T. Nicholl, Esq.	Administrative Agreement	Not specified	N/A	
Liberty Mutual Insurance Company	Not Specified	Agreement for Defense & Indemnity Between Liberty Mutual Insurance Company and the Hopeman Brothers Company	Not specified	N/A	3/22/1990

Hopeman Brothers, Inc.

Schedule G: Executory Contracts and Unexpired Leases

Name of entity	Address	State what the contract or lease is for and the nature of the debtor's interest	State the term remaining	List the contract number of any government contract	Date
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	Settlement Agreement and Release Between Hopeman Brothers, Inc. and Liberty Mutual Insurance Company	Not specified	N/A	3/21/2003
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	Agreement for Defense & Indemnity Between Liberty Mutual Insurance Company and the Hopeman Brothers Company	Not specified	N/A	3/21/2003
London and Overseas Insurance Company Limited	Not Specified	Settlement Agreement and Release	Not specified	N/A	6/23/2008
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	Confidential Settlement Agreement and Release	Not specified	N/A	7/24/2019
London Market Insurance Companies	SVP Direct Claims, Resolute Management, Inc., 100 Washington Street, Boston, Massachusetts 02118	Confidential Settlement Agreement and Release	Not specified	N/A	10/17/2014
Luckey & Mullins	2016 Bienville Blvd., Ocean Springs, Mississippi 39564	Administrative Agreement	Not specified	N/A	2/20/2009
Lumos	P.O. Box 631139, Cincinnati, Ohio 45263-1139	Internet Service	Month to Month	N/A	N/A
Minster	Jamie Saitch, 18 Mansell Street, London E1 8AA	Global Policy Amendment Agreement	Not specified	N/A	7/29/2010
Moses Tax & Accounting, P.C.	P.O. Box 7078, Charlottesville, Virginia 22906-7078	Professional Services Agreement	Not specified	N/A	4/15/2024
Mutual Marine Office, Inc. as managing agent and attorney-in-fact for Arkwright Mutual Insurance Company	(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, Heher & Brennan, LLP, 2 Research Way, Princeton, New Jersey 08540	Settlement Agreement and Release	Not specified	N/A	11/16/2006
Napoli Shkolnik PLLC	360 Lexington Avenue, 11th Floor, New York, New York 10017, Attn: Robert Gitelman, Esq.	Administrative Agreement	Not specified	N/A	3/11/2016
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	Confidential Settlement Agreement and Release	Not specified	N/A	10/20/2011
Navigators Insurance	One Hartford Plaza, Hartford, Connecticut 06155	MGL Insurance Policy	01/01/2024 to 01/01/2025	N/A	1/1/2024

Hopeman Brothers, Inc.

Schedule G: Executory Contracts and Unexpired Leases

Name of entity	Address	State what the contract or lease is for and the nature of the debtor's interest	State the term remaining	List the contract number of any government contract	Date
NRG Victory Reinsurance Limited	Charter House, Park Street, Ashford, Kent TN24 8EQ	Final Discharge and Commutation Agreement	Not specified	N/A	6/21/2006
OIC Run-Off Limited, formerly Orion Insurance Company Plc.	Not Specified	Settlement Agreement and Release	Not specified	N/A	6/23/2008
Patten, Wornom, Hatten & Diamonstein, L.C. and Glasser and Glasser, P.L.C.	(i) 12350 Jefferson Ave., Suite 300, Newport News, Virginia 23602 Attn: Robert R. Hatten, Esq.; and (ii) Glasser & Glasser, P.L.C., 580 E. Main St., #600, Norfolk, Virginia 23510	Administrative Agreement	Not specified	N/A	11/12/1999
Peter T. Nicholl, Esq.	355 Crawford Street, Portsmouth, Virginia 23704	Administrative Agreement	Not specified	N/A	Not specified
PNC Bank N.A.	PNC Bank N.A., Sovereign Trust Services, 808 17th Street, N.W., 7th Floor, Washington, D.C. 20006, Attn: Earl Ziegler, Director	2005 Trust Agreement	Not specified	N/A	7/15/2005
PNC Bank N.A.	PNC Bank N.A., Sovereign Trust Services, 808 17th Street, N.W., 6th Floor, Washington, D.C. 20006, Attn: Kent Rogers, Trust Officer	2006 Trust Agreement	Not specified	N/A	11/16/2006
Peoples Bank	Asset Management and Trust Services, P.O. Box 1416, Biloxi, Mississippi 39533-1416	Escrow Agreement	Not specified	N/A	2/12/2003
Provost Umphrey Law Firm, L.L.P.	490 Park Street, Beaumont, Texas 77704, Attn: Bryan O. Blevins, Jr., Esq.	Administrative Agreement	Not specified	N/A	11/29/2004
Riggs Bank, N.A.	Riggs Bank, N.A. c/o Riggs & Co., Sovereign Trust Services, 808 17th Street, NW., 7th Floor, Washington, D.C. 20006, Attn: Earl Ziegler, Director	2003 Trust Agreement	Not specified	N/A	3/21/2003
Roger A. Seigny, Insurance Commissioner of the State of New Hampshire, as Liquidator of the Home Insurance Company	(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 03301-6397, (iii) J. David Leslie, Esq., Rackemann, Sawyer & Brewster, P.C., 160 Federal Street, Boston, Massachusetts 02110-1700	Settlement Agreement and Mutual Release	Not specified	N/A	10/23/2013
RSA Group	(i) Antony Stoffell, RSA Group, UK Legacy Claims, St. Mark's Court, Chart Way, Horsham, Sussex RH12 1XL United Kingdom; (ii) Robert M. Flannery, Esq., Mendes & Mounts, LLP, 750 Seventh Avenue, New York, New York 10019	Confidential Settlement Agreement and Release	Not specified	N/A	3/16/2009
Special Claims Services, Inc.	809 Coshocton Avenue, Suite 1, Mt. Vernon, Ohio 43050	Professional Services Agreement	Not specified	N/A	12/6/2001
Stephen Shackelford, Esq.	5 Old River Pl., Ste. 204, Jackson, Mississippi 39202	Administrative Agreement	Not specified	N/A	10/14/2014

Hopeman Brothers, Inc.

Schedule G: Executory Contracts and Unexpired Leases

Name of entity	Address	State what the contract or lease is for and the nature of the debtor's interest	State the term remaining	List the contract number of any government contract	Date
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	Confidential Settlement Agreement and Release	Not specified	N/A	10/10/2007
Subscribing Insurers and Producers	Not Specified	Agreement Concerning Asbestos Related Claims	Not specified	N/A	6/19/1985
Travelers	William B. Gresham, Special Liability Group, Travelers Property Casualty, One Tower Square, 5 MS, Hartford, Connecticut 06183	Second Interim Agreement Between Hopeman Brothers, Inc. and Travelers	Not specified	N/A	4/7/2004
Travelers/St. Paul	William B. Gresham, Special Liability Group, St. Paul Travelers, One Tower Square, 5 MS, Hartford, Connecticut 06183	Agreement Among Hopeman Brothers, Inc., Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company	Not specified	N/A	7/22/2005
Underwriters at Lloyds, London	(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	Confidential Settlement Agreement and Release	Not specified	N/A	7/15/2005
Virginia Business Systems	9899 Mayland Dr., Richmond, Virginia 23233	Printer Lease	Month to Month	N/A	6/26/2020
WFUM Companies	WFUM Pools Companies, c/o PRO Insurance Solutions Limited, One Great Tower Street, London EC3R 5AA, Attn: Graham Loxley	Confidential Settlement Agreement and Release	Not specified	N/A	4/2/2008

this information to identify the case and this filing:

Debtor Name Hopeman Brothers, Inc.
United States Bankruptcy Court for the: Eastern District of Virginia
(State)
Case number (if known): 24-32428 (KLP)

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- Schedule H: Codebtors* (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- Amended Schedule _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 07/15/2024
MM / DD / YYYY

x /s/ Christopher Lascell
Signature of individual signing on behalf of debtor

Christopher Lascell
Printed name
President
Position or relationship to debtor

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Proposed 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.** :
 :
 :
 :
 :
 :

**GLOBAL NOTES, METHODOLOGY, AND SPECIFIC
DISCLOSURES REGARDING THE DEBTOR’S SCHEDULES OF
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

Introduction

Hopeman Brothers, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”), with the assistance of its advisors, has filed its Schedules of Assets and Liabilities (the “Schedules”) and Statements of Financial Affairs (the “Statements, and together with the Schedules, the “Schedules and Statements”) with the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the “Bankruptcy Court”), pursuant to section 521 of title 11 of the United States Code (the “Bankruptcy Code”), and rule 1007 of the Federal Rules of Bankruptcy Procedure.

These Global Notes, Methodology, and Specific Disclosures Regarding the Debtor’s Schedules and Statements (the “Global Notes”) pertain to, are incorporated by reference in, and comprise an integral part of the Debtor’s Schedules and Statements. The Global Notes should be referred to, considered, and reviewed in connection with any review of the Schedules and Statements.

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles (“GAAP”) in the United States, nor are they intended to be fully reconciled with the financial statements of the Debtor. Additionally,

the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment.

The Debtor and its agents, attorneys and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein or in the Schedules and Statements and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information contained herein and in the Schedules and Statements. While every effort has been made to provide accurate and complete information herein and in the Schedules and Statements, inadvertent errors or omissions may exist. The Debtor and its agents, attorneys and financial advisors expressly do not undertake any obligation to update, modify, revise or re-categorize the information provided herein or in the Schedules and Statements, or to notify any third party should the information be updated, modified, revised or re-categorized. In no event shall the Debtor or its agents, attorneys and financial advisors be liable to any third party for any direct, indirect, incidental, consequential or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtor or damages to business reputation, lost business or lost profits), whether foreseeable or not and however caused, even if the Debtor or its agents, attorneys and financial advisors are advised of the possibility of such damages.

Given, among other things, the uncertainty surrounding the valuation of certain assets and the valuation and nature of certain liabilities, to the extent that the Debtor shows more assets than liabilities, it is not an admission that such Debtor was solvent at the Petition Date (as defined herein) or at any time prior to the Petition Date. Likewise, to the extent that a Debtor shows more liabilities than assets, it is not an admission that such Debtor was insolvent at the Petition Date or any time prior to the Petition Date.

Mr. Christopher Lascell, the President of the Debtor, has signed the Schedules and Statements. Mr. Lascell is an authorized signatory for the Debtor. In reviewing and signing the Schedules and Statements, Mr. Lascell necessarily has relied upon the efforts, statements, and representations of the Debtor's advisors. Mr. Lascell has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and Statements, including statements and representations concerning amounts owed to creditors, classification of such amounts, and creditor addresses.

Global Notes and Overview of Methodology

1. **Reservation of Rights.** Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may exist. The Debtor reserves all rights to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to any claim (“Claim”) description, designation; dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; subsequently designate any Claim as “disputed,” “contingent,” or “unliquidated”; or object to the extent, validity, enforceability, priority, or avoidability of any Claim. Any failure to designate a Claim in the Schedules and Statements as “disputed,” “contingent,” or “unliquidated” does not constitute an admission by the Debtor that such Claim or amount is not “disputed,” “contingent,” or “unliquidated.” Listing a Claim does not constitute an admission of liability by the Debtor. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to the Debtor’s chapter 11 case, including, without limitation, issues involving Claims, defenses, equitable subordination, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph.

2. **Description of Case and “As Of” Information Date.** On June 30, 2024 (the “Petition Date”), the Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor is operating its business as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

The asset information provided herein represents the asset data of the Debtor as of the Petition Date. Unless otherwise noted herein and in the Schedules and Statements, liability information provided herein represents the liability data of the Debtor as of the Petition Date.

3. **Net Book Value of Assets.** Unless otherwise indicated, the Debtor’s Schedules and Statements reflect net book values as of the Petition Date. Additionally, because the book values of assets may materially differ from their fair market values, they may be listed as undetermined amounts as of the Petition Date. Furthermore, values for assets that have been fully depreciated or were expensed for accounting purposes may not appear in these Schedules and Statements as they have no net book value.

4. **Recharacterization.** The Debtor has undertaken reasonable efforts based upon information currently available to it to properly characterize, classify, categorize, or designate certain Claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. Nevertheless, the Debtor reserves all of its rights to re-characterize, reclassify, recategorize, redesignate, add, or delete items reported in the Schedules and Statements at a later time as is necessary or appropriate as additional information becomes available, including, without limitation, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired post-petition.

5. **Liabilities.** The Debtor has sought to allocate liabilities between the prepetition and post-petition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the prepetition and post-petition periods may change. Accordingly, the Debtor reserves all of its rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary or appropriate.

The liabilities listed on the Schedules do not reflect any analysis of Claims under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtor reserves all of its rights to dispute or challenge the validity of any asserted Claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor's Claim.

6. **Insiders.** Persons listed as "insiders" have been included for informational purposes only and including them in the Schedules and Statements shall not constitute an admission that those persons are insiders for purposes of section 101(31) of the Bankruptcy Code or otherwise under applicable law. Moreover, the Debtor does not take any position with respect to: (a) any insider's influence over the control of the Debtor; (b) the management responsibilities or functions of any such insider; (c) the decision making or corporate authority of any such insider; or (d) whether the Debtor or any such insider could successfully argue that he or she is not an "insider" under applicable law or with respect to any theories of liability or for any other purpose.

7. **Executory Contracts.** The Debtor has made diligent attempts based upon information currently available to it to identify contracts and leases as executory and unexpired within the scope of section 365 of the Bankruptcy Code. Nevertheless, the Debtor reserves all of its rights with respect to the inclusion or exclusion of executory contracts and unexpired leases, as well as the named parties to any and all executory contracts and unexpired leases, including the right to amend Schedule G as appropriate and as additional information may become available.

8. **Confidentiality.** There may be instances in which certain information was not included or redacted due to the nature of an agreement between the Debtor and a third party, concerns about the confidential or commercially sensitive nature of certain information, or to protect the privacy of an individual.

9. **Classifications.** Listing a Claim on (a) Schedule D as "secured," (b) Schedule E/F as "priority," (c) Schedule E/F as "unsecured," or (d) listing a contract or lease on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtor of the legal rights of the claimant or a waiver of the Debtor's rights to re-characterize or reclassify such Claim or contract or lease or to setoff of such Claims.

10. **Claims Description.** Schedules D, and E/F permit the Debtor to designate a Claim as "disputed," "contingent," and "unliquidated." Any failure to designate a Claim as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtor that liability for and the amount of such Claim is not "disputed," "contingent," or "unliquidated," or that such Claim is not subject to objection. The Debtor reserves all of its rights to dispute, or assert offsets or defenses to, any Claim reflected on the Schedules and Statements on any grounds, including but not limited to liability, amount or classification. Additionally, the Debtor expressly reserves all of

its rights to subsequently designate such Claims as “disputed,” “contingent,” or “unliquidated.” Moreover, listing a Claim does not constitute an admission of liability by the Debtor. Finally, listing a Claim that has been or may be paid post-petition does not negate the effect of the payment of such Claim, or entitle the holder of any such Claim to double payment on account of such Claim.

11. **Causes of Action.** Despite its reasonable efforts to identify all known assets, the Debtor may not have listed all of its causes of action or potential causes of action against third parties as assets in the Schedules and Statements because efforts to identify certain causes of action are still ongoing, including, without limitation, causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. The Debtor reserves all of its rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (collectively, “Causes of Action”) it may have, and neither the Global Notes nor the Schedules and Statements shall be deemed a waiver of any claims or Causes of Action or in any way prejudice or impair the assertion of such claims or Causes of Action, nor may the Schedules and Statements be used in any litigation in these or related to this chapter 11 case.

12. **Summary of Significant Reporting Policies.** The following is a summary of significant reporting policies:

- a. **Undetermined Amounts.** The description of an amount or value as “unknown” or “undetermined” is not intended to reflect upon the materiality of such amount or value.
- b. **Totals.** All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.
- c. **Liens.** Property and equipment listed in the Schedules and Statements are presented without consideration of any liens that may attach (or have attached) to such property and equipment.

13. **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.

14. **Setoffs.** The Debtor incurs certain offsets and other similar rights during the ordinary course of business. Although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules and Statements, offsets are not independently accounted for, and as such, are or may be excluded from the Schedules and Statements.

15. **Global Notes Control.** In the event that the Schedules and Statements differ from the foregoing Global Notes, the Global Notes shall control.

Specific Disclosures with Respect to the Debtor's Schedules

Schedule A/B, Part 1. Cash balances presented on Schedule A/B, Part 1 are actual cash balances as of the Petition Date. Details with respect to the Debtor's bank accounts are provided in the *Motion of the Debtor for Entry of Interim and Final Orders (I) Authorizing Debtor to Maintain Existing Bank Accounts and Business Forms; and (II) Granting the Debtor an Extension of Time to Comply with the Requirements of Section 345(b) of the Bankruptcy Code*, filed on June 30, 2024 [Docket No. 5].

Schedule A/B, Part 2. Advance payment retainers included on Schedule A/B, Part 2 are as of the Petition Date.

Schedule A/B, Part 3. Accounts receivable included on Schedule A/B, Part 3 include the amount, as of the Petition Date, (i) in the account that was owned and used prepetition by the Debtor's third-party claims administrator, Special Claims Services, Inc. ("SCS"), at PNC Bank (Account No. 6132) (the "SCS PNC Account") and that will be transferred to the Debtor post-petition, and (ii) the total amount previously billed to insurers by SCS on behalf of the Debtor that had not yet been paid.

Schedule A/B, Part 11. The Debtor has made a diligent attempt to list its interest in all known other assets in response to Schedule A/B, Part 11, including listing all unexhausted insurance policies in which it has an interest in response to Schedule A/B, Part 11/Question 73. Any inadvertent failure to list any other such asset, including unexhausted insurance policies in which it has an interest, is not an admission by the Debtor with respect to any such asset and coverage pursuant to any such policy. Similarly, any inadvertent failure to include an insurance policy that is exhausted or in which the Debtor might otherwise not have an interest also is not an admission by the Debtor with respect to any such asset and coverage pursuant to any such policy. In addition, some of the workers' compensation policies listed may have been issued to the Debtor's now-dissolved former subsidiary, Wayne Manufacturing Corporation, rather than the Debtor. The listing of an insurance policy in response to Schedule A/B, Part 11/Question 73 does not constitute an admission that such insurance policy is an executory contract or that such policy was in effect on the Petition Date or is valid or enforceable. The Debtor reserves its rights to amend.

Schedule E/F. The Debtor has used best efforts to report all general unsecured Claims against the Debtor on Schedule E/F based upon the Debtor's existing books and records as of the Petition Date. The Claims of individual creditors are listed as either the lower of the amounts invoiced by such creditor or the amounts entered on the Debtor's books and records and may not reflect credits or allowances due from such creditors to the Debtor. The Debtor reserves all of its rights with respect to any such credits and allowances including the right to assert objections and/or setoffs with respect to same. Schedule E/F does not include certain deferred charges, deferred liabilities, accruals, or general reserves. Such amounts may, however, be reflected on the Debtor's books and records as required in accordance with GAAP or past practice. Such accruals are general estimates of liabilities and do not represent specific Claims as of the Petition Date.

The Claims listed in Schedule E/F arose or were incurred on various dates. In certain instances, the date on which a Claim arose is an open issue of fact. Determining the date upon which each Claim in Schedule E/F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtor does not list a date for each Claim listed on Schedule E/F. Furthermore, claims listed on Schedule E/F have been aggregated by creditor and may include several dates of incurrence for the aggregate balance listed.

Schedule E/F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption or assumption and assignment of an executory contract or unexpired lease. Additionally, Schedule E/F does not include potential rejection damage Claims, if any, of the counterparties to executory contracts and unexpired leases that may be rejected.

Parties who have asserted asbestos-related claims against the Debtor (collectively, the “Asbestos Claimants”) are listed on the attached rider to Part 2 of Schedule E/F as holders of nonpriority unsecured claims. The Asbestos Claimants have been listed on Schedule E/F with respect to any unsecured claim they may have or assert against the Debtor. The Asbestos Claimants have been identified based on the database maintained by SCS as of the Petition Date. By an order entered on July 2, 2024 (Docket No. 32), the Bankruptcy Court has authorized service on the Asbestos Claimants in care of their counsel. Therefore, the addresses listed for the Asbestos Claimants in Schedule E/F are the addresses of their identified counsel, if any.

Further, in certain circumstances, the Debtor lacks address information for the Asbestos Claimants or sufficient information to reasonably determine the address of individual Asbestos Claimants, particularly with respect to matters that have been dormant for extended periods. It would be unduly burdensome and expensive for the Debtor to investigate the current personal address for each such Asbestos Claimant and the Debtor believes that any such investigation is unlikely to identify accurate current address information in any event. Therefore, in such circumstances, the Debtor has left the address of the Asbestos Claimants as “unknown.”

Schedule G. Although the Debtor’s existing books, records, and financial systems have been relied upon to identify and schedule executory contracts and diligent efforts have been made to ensure the accuracy of the Debtor’s Schedule G, inadvertent errors, omissions, or over-inclusions may have occurred. Certain information, such as the contact information of the counter-party, may not be included where such information could not be obtained using the Debtor’s reasonable efforts. Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease or that such contract or agreement was in effect on the Petition Date or is valid or enforceable. The Debtor hereby reserves all of its rights to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth on Schedule G and to amend or supplement Schedule G as necessary.

Certain of the contracts and agreements listed on Schedule G may consist of several parts, including but not limited to amendments, waivers, letters, and other documents that may not be listed on Schedule G or that may be listed as a single entry. The Debtor expressly reserves its rights to challenge whether such related materials constitute an executory contract, a single contract or agreement or, multiple, severable, or separate contracts.

The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, and agreements that may not be listed therein despite the Debtor's use of reasonable efforts to identify such documents. Further, unless otherwise specified on Schedule G, each executory contract or unexpired lease listed therein shall be deemed to include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed therein.

The Debtor reserves all of its rights, claims, and Causes of Action with respect to the contracts and leases on Schedule G, including the right to dispute or challenge the characterization of the structure of any transaction or any document or instrument related to a creditor's Claim.

In addition, the Debtor may have entered into various other types of agreements such as settlement agreements and confidentiality agreements. Such documents may not be set forth on Schedule G. Executory agreements that are oral in nature have not been included on Schedule G.

Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtor's rights under the Bankruptcy Code with respect to any such omitted contract or agreement is not impaired by the omission.

Specific Disclosures with Respect to the Debtor's Statements

Statement 3. Statement 3 includes disbursements or other transfers made by the Debtor to creditors. The amounts listed in Statement 3 reflect the Debtor's disbursements netted against any check level detail; thus, to the extent a disbursement was made to pay for multiple invoices, only one entry has been listed on Statement 3. In addition, the amount of certain settlement payments are subject to confidentiality restrictions and are not disclosed. These payments are identified by the phrase "confidential settlement amount."

Statement 4. Listing an individual on Statement 4 is not an admission that such individual is an insider or a creditor of the Debtor. With respect to individuals, the amounts listed reflect the universe of payments and transfers to such individuals including compensation, bonus (if any), and/or expense reimbursement.

Statement 7. Due to the volume of asbestos-related legal actions in which the Debtor was involved within 1 year of the filing, the Debtor has not listed the individual asbestos-related cases in Statement 7. The Asbestos-Related Claimants involved in such actions, however, are listed in Schedule E/F. Any information contained in Statement 7 shall not be a binding representation of the Debtor's liabilities with respect to any of the suits and proceedings identified therein. The

Debtor also is not aware of any non-asbestos related legal actions or other matters responsive to Statement 7.

Statement 11. For completeness, the figures presented in Statement 11 include all payments made by the Debtor to Hunton Andrews Kurth LLP and Stout Risius Ross, LLC (“Stout”) who are advising the Debtor with respect to bankruptcy-related issues in the chapter 11 case, and therefore also include certain amounts related to professional advice for non-bankruptcy matters. Prior to the Petition Date, the Debtor also consulted Blank Rome LLP (“Blank Rome”) to provide advice related to insurance issues and Courington, Kiefer, Sommers, Marullo & Matherne, L.L.C. (“CKSMM”) to provide advice on issues regarding asbestos-related personal injury claims. The Debtor intends to retain both Blank Rome and CKSMM as special counsel in this case to continue to provide such advice to the Debtor post-petition. Because Blank Rome and CKSMM are not advising the Debtor with respect to bankruptcy-related issues, the amounts paid to Blank Rome and CKSMM are not included in response to Statement 11. In addition, SCS made payments prepetition related to asbestos-related claims from the SCS PNC Account, including payments to Stout, Blank Rome and CKSMM. Some of the payments listed in Statement 11 to Stout were made by SCS on behalf of the Debtor from the SCS PNC Account.

Statement 26. The Debtor has listed in Statement 26 those individuals and/or firms that have been identified as having the primary responsibility to maintain or that have supervised the keeping of the Debtor’s books and records. Notwithstanding this listing, additional parties not listed may have had access to the Debtor’s books and record including individuals listed in response to Statement 26.

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Dated: July 15, 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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- and -

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crankin@HuntonAK.com

Proposed Counsel for the Debtor and Debtor in Possession

Fill in this information to identify the case:

Debtor name Hopeman Brothers, Inc.

United States Bankruptcy Court for the: Eastern District of Virginia
 (State)

Case number (if known): 24-32428 (KLP)

Check if this is an amended filing

Official Form 207

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy 04/22

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

Part 1: Income

1. Gross revenue from business

None

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year		Sources of revenue Check all that apply	Gross revenue (before deductions and exclusions)
From the beginning of the fiscal year to filing date:	From <u> </u> to <u> </u> MM / DD / YYYY Filing date	<input type="checkbox"/> Operating a business <input type="checkbox"/> Other <u> </u>	\$ <u> </u>
For prior year:	From <u> </u> to <u> </u> MM / DD / YYYY MM / DD / YYYY	<input type="checkbox"/> Operating a business <input type="checkbox"/> Other <u> </u>	\$ <u> </u>
For the year before that:	From <u> </u> to <u> </u> MM / DD / YYYY MM / DD / YYYY	<input type="checkbox"/> Operating a business <input type="checkbox"/> Other <u> </u>	\$ <u> </u>

2. Non-business revenue

Include revenue regardless of whether that revenue is taxable. *Non-business income* may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

None

		Description of sources of revenue	Gross revenue from each source (before deductions and exclusions)
From the beginning of the fiscal year to filing date:	From <u>01/01/2024</u> to <u> </u> MM / DD / YYYY Filing date	Insurance proceeds and interest	\$ <u>4,733,676.85</u>
For prior year:	From <u>01/01/2023</u> to <u>12/31/2023</u> MM / DD / YYYY MM / DD / YYYY	Insurance proceeds and interest	\$ <u>1,146,631</u>
For the year before that:	From <u>01/01/2022</u> to <u>12/31/2023</u> MM / DD / YYYY MM / DD / YYYY	Insurance proceeds and interest	\$ <u>1,564,123</u>

Debtor Hopeman Brothers, Inc.
Name

Case number (if known) 24-32428 (KLP)

Part 2: List Certain Transfers Made Before Filing for Bankruptcy

3. Certain payments or transfers to creditors within 90 days before filing this case

List payments or transfers—including expense reimbursements—to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$7,575. (This amount may be adjusted on 4/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

None

Creditor's name and address	Dates	Total amount or value	Reasons for payment or transfer <i>Check all that apply</i>
3.1. See attached rider Creditor's name _____ Street _____ City _____ State _____ ZIP Code _____	_____	\$ _____	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other _____
3.2. Creditor's name _____ Street _____ City _____ State _____ ZIP Code _____	_____	\$ _____	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other _____

4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$7,575. (This amount may be adjusted on 4/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. *Insiders* include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

None

Insider's name and address	Dates	Total amount or value	Reasons for payment or transfer
4.1. See attached rider Insider's name _____ Street _____ City _____ State _____ ZIP Code _____	_____	\$ _____	_____
Relationship to debtor _____			
4.2. Insider's name _____ Street _____ City _____ State _____ ZIP Code _____	_____	\$ _____	_____
Relationship to debtor _____			

Debtor Hopeman Brothers, Inc.
Name

Case number (if known) 24-32428 (KLP)

5. Repossessions, foreclosures, and returns

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

None

Creditor's name and address	Description of the property	Date	Value of property
5.1. Creditor's name _____ Street _____ City _____ State _____ ZIP Code _____	_____	_____	\$ _____
5.2. Creditor's name _____ Street _____ City _____ State _____ ZIP Code _____	_____	_____	\$ _____

6. Setoffs

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

None

Creditor's name and address	Description of the action creditor took	Date action was taken	Amount
Creditor's name _____ Street _____ City _____ State _____ ZIP Code _____	_____	_____	\$ _____
Last 4 digits of account number: XXXX- _____			

Part 3: Legal Actions or Assignments

7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

None

Case title	Nature of case	Court or agency's name and address	Status of case
7.1. Asbestos-related cases _____	_____	Various jurisdictions Name _____ Street _____ City _____ State _____ ZIP Code _____	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Case number _____			
7.2. _____	_____	Court or agency's name and address Name _____ Street _____ City _____ State _____ ZIP Code _____	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Case number _____			

Debtor Hopeman Brothers, Inc.
 Name

Case number (if known) 24-32428 (KLP)

Part 6: Certain Payments or Transfers

11. Payments related to bankruptcy

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

None

Who was paid or who received the transfer?	If not money, describe any property transferred	Dates	Total amount or value
11.1. See attached rider			\$ _____
Address			
Street _____			
City _____ State _____ ZIP Code _____			
Email or website address			

Who made the payment, if not debtor?			

Who was paid or who received the transfer?	If not money, describe any property transferred	Dates	Total amount or value
11.2. _____			\$ _____
Address			
Street _____			
City _____ State _____ ZIP Code _____			
Email or website address			

Who made the payment, if not debtor?			

12. Self-settled trusts of which the debtor is a beneficiary

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.
 Do not include transfers already listed on this statement.

None

Name of trust or device	Describe any property transferred	Dates transfers were made	Total amount or value
_____			\$ _____
Trustee			

Debtor Hopeman Brothers, Inc.
Name

Case number (if known) 24-32428 (KLP)

13. Transfers not already listed on this statement

List any transfers of money or other property—by sale, trade, or any other means—made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

None

Who received transfer?	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
13.1. _____	_____	_____	\$ _____
Address			
Street _____			

City _____ State _____ ZIP Code _____			
Relationship to debtor			

13.2. _____	_____	_____	\$ _____
Address			
Street _____			

City _____ State _____ ZIP Code _____			
Relationship to debtor			

Part 7: Previous Locations

14. Previous addresses

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

Does not apply

	Address	Dates of occupancy	
		From	To
14.1.	P.O. Box 7524 Street _____	2004	Current
	Charlottesville City _____	Virginia State _____	22906 ZIP Code _____
14.2.	435 Essex Avenue Street _____	1976	Current
	Wayensboro City _____	Virginia State _____	22980 ZIP Code _____

Debtor Hopeman Brothers, Inc.
Name

Case number (if known) 24-32428 (KLP)

Part 8: Health Care Bankruptcies

15. Health Care bankruptcies

Is the debtor primarily engaged in offering services and facilities for:
 — diagnosing or treating injury, deformity, or disease, or
 — providing any surgical, psychiatric, drug treatment, or obstetric care?

- No. Go to Part 9.
 Yes. Fill in the information below.

Facility name and address	Nature of the business operation, including type of services the debtor provides	If debtor provides meals and housing, number of patients in debtor's care
---------------------------	--	---

15.1.

Facility name _____	_____	_____
Street _____	Location where patient records are maintained (if different from facility address). If electronic, identify any service provider.	How are records kept?
City _____ State _____ ZIP Code _____	_____	Check all that apply: <input type="checkbox"/> Electronically <input type="checkbox"/> Paper

Facility name and address	Nature of the business operation, including type of services the debtor provides	If debtor provides meals and housing, number of patients in debtor's care
---------------------------	--	---

15.2.

Facility name _____	_____	_____
Street _____	Location where patient records are maintained (if different from facility address). If electronic, identify any service provider.	How are records kept?
City _____ State _____ ZIP Code _____	_____	Check all that apply: <input type="checkbox"/> Electronically <input type="checkbox"/> Paper

Part 9: Personally Identifiable Information

16. Does the debtor collect and retain personally identifiable information of customers?

- No.
 Yes. State the nature of the information collected and retained. _____
 Does the debtor have a privacy policy about that information?
 No
 Yes

17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?

- No. Go to Part 10.
 Yes. Does the debtor serve as plan administrator?
 No. Go to Part 10.
 Yes. Fill in below:

Name of plan	Employer identification number of the plan
_____	EIN: _____ - _____

- Has the plan been terminated?
 No
 Yes

Debtor Hopeman Brothers, Inc.
Name

Case number (if known) 24-32428 (KLP)

Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units

18. Closed financial accounts

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

None

	Financial institution name and address	Last 4 digits of account number	Type of account	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
18.1.	See attached rider. Name _____ Street _____ City _____ State _____ ZIP Code _____	XXXX-____-____-____	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money market <input type="checkbox"/> Brokerage <input type="checkbox"/> Other _____	_____	\$ _____
18.2.	_____ Name _____ Street _____ City _____ State _____ ZIP Code _____	XXXX-____-____-____	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money market <input type="checkbox"/> Brokerage <input type="checkbox"/> Other _____	_____	\$ _____

19. Safe deposit boxes

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

None

Depository institution name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?
Name _____ Street _____ City _____ State _____ ZIP Code _____	_____ _____ _____	_____ _____ _____	<input type="checkbox"/> No <input type="checkbox"/> Yes
Address			

20. Off-premises storage

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

None

Facility name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?
N/A Name _____ 435 Essex Avenue, Suite 101 Street _____ Waynesboro Virginia 22980 City State ZIP Code	Special Claims Services, Inc. _____ _____	Files _____ _____	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Address			

Debtor Hopeman Brothers, Inc.
Name

Case number (if known) 24-32428 (KLP)

Part 11: Property the Debtor Holds or Controls That the Debtor Does Not Own

21. Property held for another

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

None

Owner's name and address	Location of the property	Description of the property	Value
_____ Name _____ Street _____ City State ZIP Code	_____ _____ _____	_____ _____ _____	\$ _____

Part 12: Details About Environmental Information

For the purpose of Part 12, the following definitions apply:

- *Environmental law* means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).
- *Site* means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.
- *Hazardous material* means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.

22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

No
 Yes. Provide details below.

Case title	Court or agency name and address	Nature of the case	Status of case
_____ Case number _____	_____ Name _____ Street _____ City State ZIP Code	_____ _____ _____	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

23. Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?

No
 Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
_____ Name _____ Street _____ City State ZIP Code	_____ Name _____ Street _____ City State ZIP Code	_____ _____ _____	_____

Debtor Hopeman Brothers, Inc.
Name

Case number (if known) 24-32428 (KLP)

24. Has the debtor notified any governmental unit of any release of hazardous material?

- No
 Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
Name _____ Street _____ City _____ State _____ ZIP Code _____	Name _____ Street _____ City _____ State _____ ZIP Code _____	_____	_____

Part 13: Details About the Debtor's Business or Connections to Any Business

25. Other businesses in which the debtor has or has had an interest

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

- None

Business name and address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
25.1. Name _____ Street _____ City _____ State _____ ZIP Code _____	_____	EIN: _____ - _____ Dates business existed From _____ To _____

Business name and address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
25.2. Name _____ Street _____ City _____ State _____ ZIP Code _____	_____	EIN: _____ - _____ Dates business existed From _____ To _____

Business name and address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
25.3. Name _____ Street _____ City _____ State _____ ZIP Code _____	_____	EIN: _____ - _____ Dates business existed From _____ To _____

Debtor Hopeman Brothers, Inc.
 Name

Case number (if known) 24-32428 (KLP)

26. Books, records, and financial statements

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

None

Name and address		Dates of service	
26a.1.	Tammie L. Moses, Moses Tax & Accounting P.C. Name P.O. Box 7078 Street	From	To
		<u>2003</u>	<u>current</u>
	Charlottesville City	Virginia State	22906 ZIP Code

Name and address		Dates of service	
26a.2.	Special Claims Services, Inc. Name 790 Fairgrounds Road, Suite 100 Street	From	To
		<u>2004</u>	<u>current</u>
	Mount Vernon City	Ohio State	43050 ZIP Code

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

None

Name and address		Dates of service	
26b.1.	Tammie L. Moses, Moses Tax & Accounting P.C. Name P.O. Box 7078 Street	From	To
		<u>2003</u>	<u>current</u>
	Charlottesville City	Virginia State	22906 ZIP Code

Name and address		Dates of service	
26b.2.	Name Street	From	To
		_____	_____
	City	State	ZIP Code

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

None

Name and address		If any books of account and records are unavailable, explain why
26c.1.	See attached rider Name Street	_____ _____ _____
	City	State ZIP Code

Debtor Hopeman Brothers, Inc.
Name

Case number (if known) 24-32428 (KLP)

Name and address

If any books of account and records are unavailable, explain why

26c.2.

Name _____
Street _____

City State ZIP Code

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

None

Name and address

26d.1.

Name _____
Street _____

City State ZIP Code

Name and address

26d.2.

Name _____
Street _____

City State ZIP Code

27. Inventories

Have any inventories of the debtor's property been taken within 2 years before filing this case?

No
 Yes. Give the details about the two most recent inventories.

Name of the person who supervised the taking of the inventory

Date of inventory

The dollar amount and basis (cost, market, or other basis) of each inventory

_____ \$ _____

Name and address of the person who has possession of inventory records

27.1.

Name _____
Street _____

City State ZIP Code

Debtor Hopeman Brothers, Inc.
Name

Case number (if known) 24-32428 (KLP)

Name of the person who supervised the taking of the inventory

Date of inventory

The dollar amount and basis (cost, market, or other basis) of each inventory

\$ _____

Name and address of the person who has possession of inventory records

27.2.

Name _____
Street _____
City _____ State _____ ZIP Code _____

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

Name	Address	Position and nature of any interest	% of interest, if any
Christopher Lascell	6 Auburn Ct., Unit 3, Brookline, MA 02446	President and Equity Holder	34%
Daniel Lascell	25 Cottage Circle, Dedham, MA 02026	Secretary and Equity Holder	33%
Carrie Lascell Brown	7 Edge Hill Rd., Wellesley, MA 02481	Vice President and Equity Holder	33%
_____	_____	_____	_____
_____	_____	_____	_____

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

- No
 Yes. Identify below.

Name	Address	Position and nature of any interest	Period during which position or interest was held
_____	_____	_____	From _____ To _____
_____	_____	_____	From _____ To _____
_____	_____	_____	From _____ To _____
_____	_____	_____	From _____ To _____

30. Payments, distributions, or withdrawals credited or given to insiders

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

- No
 Yes. Identify below.

Name and address of recipient	Amount of money or description and value of property	Dates	Reason for providing the value
30.1. See attached rider for Part 2, Question 4	_____	_____	_____
Name _____	_____	_____	_____
Street _____	_____	_____	_____
City _____ State _____ ZIP Code _____	_____	_____	_____
Relationship to debtor _____	_____	_____	_____
_____	_____	_____	_____

Debtor Hopeman Brothers, Inc.
Name

Case number (if known) 24-32428 (KLP)

Name and address of recipient

30.2

Name _____
Street _____
City _____ State _____ ZIP Code _____

Relationship to debtor

31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?

- No
- Yes. Identify below.

Name of the parent corporation

Employer Identification number of the parent corporation

EIN: _____ - _____

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?

- No
- Yes. Identify below.

Name of the pension fund

Employer Identification number of the pension fund

EIN: _____ - _____

Part 14: Signature and Declaration

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 07/15/2024
MM / DD / YYYY

X /c/ Christopher Lascell
Signature of individual signing on behalf of the debtor

Printed name Christopher Lascell

Position or relationship to debtor President

Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

- No
- Yes

Hopeman Brothers, Inc.: SOFA Schedule 3

Part 2, Question 3: Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name & address	Dates	Total amount or value	Reason for payment or transfer
Christopher Lascell, 6 Auburn Ct., Unit 3, Brookline, MA 02446	04/05/24	12,825.00	Wages
	05/15/24	9,675.00	Wages
	06/14/24	7,725.00	Wages
	Total	30,225.00	
Blank Rome, 1825 Eye Street, Washington, DC 20006	04/09/24	10,349.55	Professional Services
	05/15/24	14,666.40	Professional Services
	06/14/24	14,594.85	Professional Services
	Total	39,610.80	
Hunton Andrews Kurth, 600 Travis St., Suite 4200, Houston, Texas 77002	04/11/24	61,700.00	Professional Services
	05/16/24	247,957.50	Professional Services
	06/12/24	247,365.00	Professional Services
	06/26/24	198,941.25	Professional Services
	Total	755,963.75	
Courington, Kiefer, Sommers, Marullo & Matherne LLC, 616 Girod St., New Orleans, LA 70130	04/15/24	333,200.80	Professional Services
	05/15/24	342,212.44	Professional Services
	05/15/24	5,791.00	Professional Services
	06/13/24	343,273.51	Professional Services
	06/14/24	11,310.00	Professional Services
	Total	1,035,787.75	
Manning Gross & Massenburg LLP, 125 High Street, 6th Floor, Boston, MA 02110	04/15/24	5,212.69	Professional Services
	05/15/24	12,162.68	Professional Services
	06/13/24	7,291.06	Professional Services
	Total	24,666.43	
Sinars Slowikowski Tomaska LLC, 55 W. Monroe Street, Ste 4000, Chicago, IL 60603	04/15/24	4,497.17	Professional Services
	05/15/24	6,426.58	Professional Services
	06/13/24	6,747.84	Professional Services
	Total	17,671.59	
Special Claims Services, 790 Fairground Rd., Suite 100, Mount Vernon, OH 43050	04/15/24	47,412.96	Professional Services
	04/18/24	1,478.00	Professional Services
	05/15/24	47,494.45	Professional Services
	05/15/24	61.00	Professional Services
	06/13/24	54,363.75	Professional Services
	06/24/24	55,588.56	Professional Services
	Total	206,398.72	
Brayton Purcell LLP, 222 Rush Landing Rd., Novato, VA 94945	04/24/24	***	Confidential Settlement Amount
	06/13/24	***	Confidential Settlement Amount
	Total	***	Confidential Settlement Amount
Law Offices of Peter T. Nichol, 36 South Charles Street, Suite 1700, Baltimore, MD 21201	04/15/24	***	Confidential Settlement Amount
	04/15/24	***	Confidential Settlement Amount
	05/15/24	***	Confidential Settlement Amount
	05/15/24	***	Confidential Settlement Amount

Hopeman Brothers, Inc.: SOFA Schedule 3

Part 2, Question 3: Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name & address	Dates	Total amount or value	Reason for payment or transfer
	06/13/24	***	Confidential Settlement Amount
	06/13/24	***	Confidential Settlement Amount
	Total	***	Confidential Settlement Amount
Barbara D. Ramsey, 630 Mt. Torrey Rd., Lyndhurst, VA 22952	05/01/24	2,720.00	Professional Services
	06/03/24	3,400.00	Professional Services
	06/28/24	3,320.00	Professional Services
	Total	9,440.00	
Davillier Law Group, 935 Gravier Street, Suite 1702, New Orleans, LA 70112	05/13/24	***	Confidential Settlement Amount
	06/28/24	***	Confidential Settlement Amount
	Total	***	Confidential Settlement Amount
Stout Risius Ross LLC, One South Wacker Drive, Chicago, IL 60606	05/15/24	47,675.50	Professional Services
	06/14/24	41,305.50	Professional Services
	Total	88,981.00	
Edlin Gallagher Huie & Blum, 500 Washington St., Suite 700, San Francisco, CA 94111	05/15/24	40,190.56	Professional Services
	06/13/24	49,588.76	Professional Services
	Total	89,779.32	
Marshall Dennehey, 2000 Market Street, Suite 2300, Philadelphia, PA 19103	05/15/24	10,069.76	Professional Services
	Total	10,069.76	
Baron & Budd, 3102 Oak Lawn Avenue #1100, Dallas, Texas 75219	05/15/24	***	Confidential Settlement Amount
	Total	***	Confidential Settlement Amount
Brookman Rosenberg, 30 S. 15th Street, Philadelphia, PA 19102	05/15/24	***	Confidential Settlement Amount
	Total	***	Confidential Settlement Amount
Shein Law Center, 121 S. Broad St., Philadelphia, PA 19107	05/15/24	***	Confidential Settlement Amount
	Total	***	Confidential Settlement Amount
Weitz & Luxenberg, 700 Broadway, New York, New York 10003	05/15/24	***	Confidential Settlement Amount
	Total	***	Confidential Settlement Amount
Law Office of Phillip C. Hoffman, 643 Magazine Street, Suite 300A, New Orleans, LA 70130	05/15/24	***	Confidential Settlement Amount
	Total	***	Confidential Settlement Amount
Just Trust Solutions, 200 Professional Drive, Suite 200, Gaithersburg, MD 20879	06/14/24	90,870.00	Professional Services
	Total	90,870.00	
Internal Revenue Service, PO Box 7704, San Francisco, CA 94120-7704	06/17/24	35,631.00	Tax Payment
	Total	35,631.00	
The Simmons Law Firm, 230 W. Monroe Street, Suite 2221, Chicago, IL 60606	06/28/24	***	Confidential Settlement Amount
	Total	***	Confidential Settlement Amount

Hopeman Brothers, Inc.: SOFA Schedule 4

Part 2, Question 4: Payments or other transfers of property made within 1 year before filing this case that benefited any insider

Insider's name & address	Relationship to debtor	Dates	Total amount or value	Reason for payment or transfer
Christopher Lascell	President and Equity Holder	11/22/23	19,343.55	Wages
6 Auburn Court, Apt. 3 Brookline, Massachussets 02446		12/26/23	8,475.00	Wages
		04/10/24	12,825.00	Wages
		05/15/24	9,675.00	Wages
		06/14/24	7,725.00	Wages
		Total	58,043.55	

Hopeman Brothers, Inc.: SOFA Schedule 11

Part 6, Question 11: Payments related to bankruptcy

Who was paid or who received the transfer?	If not money, describe any property transferred	Dates	Total amount or value
Hunton Andrews Kurth LLP	N/A	8/1/2023	150,000.00
		9/18/2023	12,700.00
		10/25/2023	71,842.50
		11/8/2023	21,325.00
		12/7/2023	19,600.60
		1/14/2024	22,520.00
		2/2/2024	4,672.50
		2/19/2024	18,762.50
		3/18/2024	15,262.50
		4/14/2024	61,700.00
		4/25/2024	100,000.00
		5/16/2024	247,957.50
		5/23/2024	241,102.50
		6/12/2024	247,365.00
		6/26/2024	198,941.25
		6/27/2024	250,000.00
		Total	1,683,751.85
Who was paid or who received the transfer?	If not money, describe any property transferred	Dates	Total amount or value
Stout Risius Ross, LLC	N/A	8/1/2023	6,901.25
		10/3/2023	9,242.50
		1/3/2024	23,116.75
		2/28/2024	10,109.50
		5/15/2024	47,675.50
		6/14/2024	41,305.50
		6/25/2024	100,000.00
		Total	238,351.00
Who made the payment, if not debtor?			
See Global Notes			
Who was paid or who received the transfer?	If not money, describe any property transferred	Dates	Total amount or value
Kurtzman Carlson Consultants, LLC dba Verita Global	N/A	5/23/2024	\$ 40,000.00
Address			
222 N/ Pacific Coast Highway, Suite 300			
El Segundo, California 90245			
Email or website address			
https://www.veritaglobal.com			
Who made the payment, if not debtor?			

Hopeman Brothers, Inc.: SOFA Schedule 18

Part 10, Question 18: Closed financial accounts

Financial institution name & address	Last 4 digits of account number	Type of Account	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
Truist Bank 1201 Emmet St. N. Charlottesville, Virginia 22903	7053	Checking	7/9/2024	\$0
Deutsche Bank 1 Columbus Circle, 18th Floor New York, New York 10019	3965	Investment	6/28/2024	\$2,820,308
Wells Fargo 5801 Pelican Bay Blvd., Suite 200 Naples, Florida 34108	3834	Investment	5/8/2024	\$0
	1048	Investment	5/8/2024	\$0
	2423	Investment	5/8/2024	\$0
	1632	Investment	5/8/2024	\$0
	7012	Investment	6/28/2024	\$0
	1543	Investment	5/8/2024	\$0
	209	Investment	5/8/2024	\$0
RW Baird 5811 Pelican Bay Blvd. Naples, Florida 34108	1699	Investment	5/22/2024	\$0

Hopeman Brothers, Inc.: SOFA Schedule 26

Part 13, Question 26c: Firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

Name & address	From	to
Christopher D. Lascell 6 Auburn Court, Apt. 3 Brookline, Massachusetts 02446		2016 current
Tammie L. Moses Moses Tax & Accounting P.C. P.O. Box 7078 Charlottesville, Virginia 22906		2003 current
Special Claims Services, Inc. 790 Fairgrounds Road, Suite 100 Mount Vernon, Ohio 43050		2004 current

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

In re

HOPEMAN BROTHERS, INC.

Debtor.

Case No. 24-32428-KLP

Chapter 11

APPOINTMENT OF UNSECURED CREDITORS COMMITTEE

Pursuant to 11 U.S.C. §1102, the following creditors are hereby appointed by the United States Trustee to serve on the Official Committee of Unsecured Creditors of Hopeman Brothers, Inc.:

Nancy McComas-Doiron c/o Carol A. Hastings, Esquire Peter Angelos Law 100 N. Charles Street, 20 th Floor Baltimore, MD 21201	Veronica Miller c/o Chris McKean, Esquire MRHFM Law Firm 1015 Locust Street, Ste. 1200 St. Louis, MO 63101
Darrell Kitchen c/o Lisa Nathanson Busch, Esquire Simmons Hanly Conroy 112 Madison Avenue, 7 th Floor New York, NY 10016	Melissa Beerman c/o J. Bradley Smith, Esquire Dean Omar Branham Shirley, LLP 302 N. Market Street, Ste. 300 Dallas, TX 75202
Donald M. Hoffman, Jr. c/o Stephen Austin, Esquire Stephen J. Austin, LLC 1 Galleria Blvd. Ste. 1900 Metairie, LA 70001	

Kathryn R. Montgomery, AUST (VSB 42380)
Shannon F. Pecoraro, Trial Attorney (VSB 46864)
Nisha R. Patel, Trial Attorney (VSB 83302)
Office of the United States Trustee
701 East Broad St., Suite 4304
Richmond, VA 23219
Phone (804) 771-2310

GERARD R. VETTER
Acting United States Trustee
Region Four

Date: July 22, 2024

By: /s/ Kathryn R. Montgomery
Kathryn R. Montgomery
Assistant United States Trustee

CERTIFICATE OF SERVICE

I hereby certify that on July 22, 2024, I caused to be electronically mailed a true and correct copy of the foregoing to the Committee members as listed above. The Court has electronically mailed the document to all other necessary parties via the CM/ECF system.

/s/ Kathryn R. Montgomery

HUNTON ANDREWS KURTH LLP
Joseph P. Rovira (*pro hac vice* pending)
Catherine A. Rankin (*pro hac vice* pending)
600 Travis Street, Suite 4200
Houston, Texas 77002
Telephone: (713) 220-4200

HUNTON ANDREWS KURTH LLP
Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Telephone: (804) 788-8200

Proposed 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 (___)**
 :
 :
 : **Debtor.** :
 :
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 :
 :

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

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. To avoid further depletion of its liability insurance coverage, the Debtor hereby seeks entry of interim and final orders staying parties from prosecuting pending asbestos-related actions against insurers (collectively, the “Insurers”) on behalf of the Debtor’s now-dissolved former subsidiary, Wayne Manufacturing Corporation (“Wayne”), and former officers and directors of the Debtor and Wayne (collectively, “Former D&Os”); together with the Insurers, the “Protected Parties”), including, without limitation, the thirty-five (35) lawsuits listed on **Exhibit 1**

to the Proposed Interim Order (collectively, the “Direct Action Lawsuits”) as to any of the Protected Parties, and from commencing new actions or proceedings against the Protected Parties.

2. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A** (the “Proposed Interim Order”).

JURISDICTION AND VENUE

3. The 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.

4. The bases for the relief requested herein are sections 105(a) and 362(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”).

BACKGROUND

5. On June 30, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court commencing this chapter 11 case.

6. The Debtor continues to manage its business as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in this chapter 11 case.

7. Additional information regarding the Debtor’s business and the circumstances leading to the commencement of this chapter 11 case is set forth in detail in the *Declaration of Christopher Lascell in Support of Chapter 11 Petition and First Day Pleadings of Hopeman*

Brothers, Inc. (the “First Day Declaration”),¹ filed contemporaneously herewith and incorporated herein by reference.

THE PROTECTED PARTIES AND ABSESTOS RELATED ACTIONS

8. By this Motion, the Debtor seeks to stay asbestos-related actions against the Protected Parties because such actions would further deplete the Debtor’s largest asset – its insurance policies – and prejudice the Debtor’s estate.

9. Specifically, the Protected Parties include (a) the Insurers who provide shared-insurance coverage to the Debtor and Wayne and are named in “direct-action” asbestos-related lawsuits on behalf of Wayne, and (b) the Former D&Os of the Debtor and Wayne who also are named in asbestos-related lawsuits with the Debtor and are covered under the Debtor’s insurance policies.

10. As set forth in the First Day Declaration, Wayne, formerly known as Wayne Lumber and Manufacturing Corporation, became a wholly-owned subsidiary of the Debtor and was dissolved in 1985. Wayne primarily was in the sheet metal business, manufacturing furniture, doors, window casings, trim and stairs, but Wayne had a role in the Debtor’s marine joiner work.

11. More specifically, the Debtor was a joiner subcontractor that would acquire materials from manufacturers, make modifications to those products to meet shipbuilder specifications, and deliver the resulting “joiner packages” to various shipyards for installation by either the Debtor or shipyard employees.

12. As further explained in the First Day Declaration, in 1939, following the burning of the S.S. Morro Castle off of the coast of New Jersey in 1934 that led to changes in regulations

¹ Capitalized terms used by not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

requiring the use of fireproof materials in ships, the United States Coast Guard approved of asbestos-containing wall and ceiling panels that later became required non-combustible materials in ship construction.

13. To comply with these regulations for its subcontracting work, the Debtor purchased “Marinite” fireproof core panels (which contained asbestos) primary from Johns-Mansville Corporation (“Johns-Mansville”). The facing materials for the panels included a Johns-Mansville product called “Marine Veneer” (which also contained asbestos), and “Micarta,” a Westinghouse Electric Corporation laminate (which sometimes had an asbestos backing), that the Debtor purchased from U.S. Plywood Corporation. Wayne performed the job of gluing the Micarta laminate to the Marinite core panels the Debtor supplied to Wayne. After Wayne was dissolved in 1985, the Debtor did not continue the general business operations of Wayne.

14. Despite Wayne’s dissolution in 1985, Insurers on behalf of Wayne and Former D&Os continue to be named in asbestos-related actions with the Debtor. Namely, as set forth in the First Day Declaration, the asbestos-related claims were asserted against the Debtor prepetition by two methods. The first method was pursuant to an agreed out-of-court claims process pursuant to administrative agreements the Debtor entered into with various personal injury law firms. The second prepetition method for claim assertion was through a claimant naming the Debtor as a defendant in federal or state court litigation, typically along with multiple other defendants, sometimes including the Former D&Os, and other parties that provided products or services in the construction or repair of ships, manufacturers and sellers of products, shipyards, and ship owners, among others. At least one state, Louisiana, allows “direct action” lawsuits against insurers that provide coverage for asbestos-related claims “on behalf of a defendant.” Direct-action lawsuits

often are used in situations in which the policyholder has few assets or has been dissolved as in the case of Wayne.

15. As is relevant to this Motion, as of the Petition Date, the Direct Action Lawsuits are pending in Louisiana and these actions include asbestos-related claims asserted either by the plaintiff or a co-defendant against, the Debtor and an Insurer that provided primary insurance coverage to the Debtor and Wayne, Liberty Mutual Insurance Company (“LMIC”), as insurer for Wayne. At least one of the Direct Action Lawsuits also directly names Former D&Os as defendants.

16. While all of the coverage available through LMIC is exhausted, as explained in the First Day Declaration, secondary coverage is also available to cover asbestos-related claims against Wayne and Former D&Os, including defense costs, and such secondary coverage overlaps with the Debtor’s existing insurance coverage. Under the secondary coverage, Wayne, the Former D&Os and the Debtor are each covered for asbestos-related claims under various shared insurance policies. As such, if the Direct Action Lawsuits and any other asbestos-related actions are allowed to proceed against the Protected Parties to access insurance shared with the Debtor while this chapter 11 case is pending, they would reduce the Debtor’s available insurance coverage, an important asset of the Debtor, and negatively impact creditors of the estate.

17. Furthermore, now 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. The relief requested herein, therefore, is critical for the Debtor’s ability to achieve a primary goal of this chapter 11 case – ensuring a fair and equitable distribution of the Debtor’s remaining assets among claimants with allowed asbestos-related claims against the Debtor.

18. As explained in the First Day Declaration, the Debtor commenced this chapter 11 case to establish an efficient and fair process to utilize the Debtor's remaining cash and its insurance policies to address thousands of asbestos-related claims asserted against the Debtor. To resolve such claims, the Debtor has sought approval from this Court to settle some of its of insurance coverage and will seek through its proposed plan of liquidation to contribute the remaining insurance coverage and its remaining cash to a liquidation trust. The liquidation trust then will assume liability for all asbestos-related claims and will use its assets, including its available insurance coverage, to resolve and make distributions on account of the asbestos-related claims.

19. Accordingly, without the requested extension of the stay, claimants would be permitted to litigate, in other forums, the exact same asbestos claims and attempt to recover from the insurance proceeds that the Debtor proposes to channel to the liquidation trust through the chapter 11 plan.

BASIS FOR RELIEF

20. The automatic stay imposed by section 362(a) of the Bankruptcy Code allows "the bankruptcy court to centralize all disputes concerning property of the debtor's estate in bankruptcy court so that [the bankruptcy case] can proceed efficiently, unimpeded by uncoordinated proceedings in other arenas." *Shugrue v. Air Line Pilots Ass'n, Int'l (In re Ionesphere Clubs, Inc.)*, 922 F.2d 984, 989 (2d Cir. 1990); see *Aldrich Pump LLC v. Those Parties Listed on Appendix A to Complaint (In re Aldrich Pump LLC)*, 2021 WL 3729335, at *30 (Bankr. W.D.N.C. Aug. 23, 2021) (ruling that claims against third parties which "necessarily result in the liquidation and recovery of claims against the Debtors outside of the bankruptcy case" are barred by the automatic stay).

21. Specifically, section 362(a) of the Bankruptcy Code provides as follows:

(a) Except as provided in subsection (b) of this section, a petition filed under section 301, 302, or 303 of this title . . . operates as a stay, applicable to all entities, of:

(1) **the commencement or continuation**, including the issuance or employment of process, **of a** judicial, administrative, or other action or **proceeding against the debtor** that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor **that arose before the commencement of the case** under this title ;

...

(3) **any act . . . to exercise control over property of the estate.**

11 U.S.C. § 362(a) (emphasis added). While section 362(a) expressly prohibits further proceedings against the “debtor,” it also operates to prohibit any actions against third parties which threaten the Debtor’s chapter 11 case or property of the estate.

22. The legislative history concerning the purpose of the automatic stay makes this point clear:

The automatic stay also provides the creditor protection. Without it, certain creditors would be able to pursue their own remedies against the Debtor’s property. Those who acted first would obtain payment of the claims in preference to and to the detriment of other creditors. Bankruptcy is designed to provide an orderly liquidation procedure under which all creditors are treated equally. A race of diligence by a creditor for the debtor’s assets prevents that.

House Report No. 95-595, 95th Congress, First Session 340-2 (1977); Senate Report No. 9509, 95th Congress, Second Session 49-51 (1978).

23. The Fourth Circuit and numerous other courts have recognized this principle, including in asbestos-related bankruptcies, and have held that sections 362(a)(1) and 362(a)(3) may stay claims against third party non-debtors in circumstances in which proceeding against the

non-debtor will threaten or adversely affect the debtor's estate. See *A.H. Robins Co. v. Piccinin*, 788 F.2d 994, 999-1001 (4th Cir. 1986) (stating that lawsuits should be stayed if the co-defendants' interests are so intertwined that a judgment against those parties would affect reorganization of the estate); *McCartney v. Integra Nat'l Bank North*, 106 F.3d 506, 509-11 (3d Cir. 1997) (citing *Robins* and finding that as the debtor was the real party in interest and, if the stay was not extended, the debtor necessarily would be forced to participate in the action, the automatic stay was properly extended to a third party); *In re Kaiser Gypsum Co., Inc.*, Adv. Pro. No. 16-03313 (Bankr. W.D. N.C. Oct. 7, 2016) (staying asbestos-related actions against a third-party insurer and non-debtor affiliates); *In re Garlock Sealing Techs., LLC*, Adv. No. 10-03145 (Bankr. W.D.N.C. June 7, 2010) (staying asbestos-related actions against non-debtor affiliates); *E. Airlines, Inc. v. Rolleston (In re Ionesphere Clubs, Inc.)*, 124 B.R. 635, 642 (Bankr. S.D.N.Y. 1990) (affirming stay of lawsuits against the debtor's non-debtor co-defendants); *Glinka v. Dartmouth Banking Co. (In re Kelton Motors, Inc.)*, 121 B.R. 166, 193 (Bankr. D. Vt. 1990) ("Recent cases . . . show that Courts have been willing to extend Section 362 to include certain types of actions by or against non-debtors when such actions have a significant impact on the bankruptcy, its ability to reorganize, or involves property of the estate.").

A. Section 362(a)(1) Stay Applies to Asbestos Actions Against the Protected Parties

24. The Fourth Circuit has held that the Section 362(a)(1) stay applies to actions against non-debtors when there is an "identity of interest" between the debtor and non-debtor third parties:

This 'unusual situation,' it would seem, arises when there is such identity between the debtor and the third-party defendant that the debtor may be said to be the real party defendant and that a judgment or finding against the third-party defendant will in effect be a judgment against the debtor.

Piccin, 788 F.2d at 999; *see also* *McCartney v. Integra Nat'l Bank North*, 106 F.3d 506, 510 (3d Cir. 1997) (applying identity of interest test); *In re Eagle-Picher Indus., Inc.*, 963 F.2d 855, 860-61 (6th Cir. 1992) (applying the identity of interest test to affirm a bankruptcy court's decision to enjoin continuation of an action against a debtor's officers when a right to indemnity and impact of debtor's insurance arrangements were implicated).

25. The circumstances the Fourth Circuit describes in *Piccinin* are present here. Asbestos actions against the Protected Parties will deplete the Debtor's insurance coverage. Namely, 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.

26. Furthermore, 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.

27. For these reasons, section 362(a)(1) should stay all asbestos-related actions against the Protected Parties relating to the Debtor, Wayne and Former D&Os during the pendency of this

case. To the extent required, section 105(a) also authorizes entry of the Proposed Interim Order sought by this Motion to carry out the purposes of section 362(a)(1).

B. Asbestos Actions Against the Protected Parties Are Stayed Pursuant to Section 362(a)(3) Because By Reducing the Debtor’s Insurance Policies They will Diminish Property of the Estate

28. Section 362(a)(3) operates as a stay over “any act to obtain possession of the estate or property from the state or to exercise control over property of the estate.” Section 541(a)(1) provides that the “estate is comprised of all of the following property, wherever located . . . all legal or equitable interests of the debtor in property as of the commencement of the case.” The Supreme Court has emphasized the breadth of this section, noting that the legislative history demonstrates an intent to include “all kinds of property including tangible or intangible property, causes of action . . . and all other forms of property.” *U.S. v. Whiting Pools, Inc.*, 462 U.S. 198, 205 n. 9 (1983).

29. Insurance contracts are embraced by the definition of “property” in the Bankruptcy Code. *In re Davis*, 730 F.2d 176, 184 (5th Cir. 1984). As held by the Fourth Circuit:

[Insurance coverage] is a valuable property of a debtor, particularly if the debtor is confronted with substantial liability claims within the coverage of the policy in which case the policy may well be, as one court has remarked in a case like the one under review ‘the most important asset of [i.e., the debtor’s] estate.’ Any action in which the judgment may diminish this ‘important asset’ is unquestionably subject to a stay under this subsection [362(a)(3)].

788 F.2d at 1001 (citations omitted). In other words, case law is plain that section 362(a)(3) bars plaintiffs from bringing suits that would deplete the Debtor’s insurance on account of asbestos-related claims because the insurance coverage is property of the estate. *See Aldrich Pump*, 2021 WL 3729335, at *33 (“[S]ection 362(a)(3) bars plaintiffs from bringing actions against the Debtor’s Insurers on account of Aldrich/Murray Asbestos Claims because the insurance coverage

is also property of the estate.”); *In re Johns-Manville Corp.*, 40 B.R. 219, 231 (S.D.N.Y. 1984) (“determin[ing] that Manville’s insurance is property of the estate under the Code and that actions by third parties against the bankrupt’s insurers are automatically stayed upon the filing of the petition”).

30. 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. *See, e.g., In re Quigley Co., Inc.*, 676 F.3d 45, 53-54 (2d Cir. 2012 (“[W]here litigation of the [lawsuits against non-debtor] would almost certainly result in the drawing down of insurance policies that are property of the bankruptcy estate of [debtor], the exercise of bankruptcy jurisdiction to enjoin these suits was appropriate.”); *Raudonis, as trustee for the Raudonis 2016 Revocable Trust v. RealtyShares, Inc.*, 507 F.Supp. 378, 384 (D. Mass. 2020) (“Because courts generally recognize an insurance policy as ‘property’ under 11 U.S.C. § 541(a)(1) – and thus find such policies subject to an automatic stay pursuant to 11 U.S.C. § 362(a)(3) – the defendant’s shared insurance contract arguably sweeps [co-insureds] into the reach of the automatic stay.”); *In re Metro Mortg. & Secs. Co.*, 325 B.R. 851 (Bankr. E.D. Wash. 2005) (holding that shared insurance policies and their proceeds were property of the debtor’s estates and were protected by the automatic stay).

31. The automatic stay either already covers or should be extended to cover asbestos actions against the Protected Parties related to the Debtor, Wayne and/or the Former D&Os precisely because such actions will diminish the available insurance in this case. If such asbestos-

related actions against the Protected Parties are not stayed, the available insurance will be depleted just as if those claims were proceeding against the Debtor.

32. Because asbestos-related actions against the Protected Parties will diminish assets of the Debtor's estate, they constitute an infringement of this Court's exclusive control over property of the estate. Accordingly, this Court should declare those actions stayed pursuant to section 362(a)(3) during the pendency of this chapter 11 case. To the extent required, section 105(a) also authorizes entry of the Proposed Interim Order sought by this Motion to carry out the purposes of section 362(a)(3).

INTERIM ORDER

33. The Debtor initially seeks the relief requested in this Motion substantially in the form of the Proposed Interim Order. Within three business days after entry of the Proposed Interim Order, the Debtor will serve a copy of the Proposed Interim Order and this Motion on (a) the Office of the United States Trustee for the Eastern District of Virginia; (b) the 20 law firms with the largest number of asbestos personal injury claims currently pending against the Debtor; (c) the 20 law firms that represent clients with, collectively, the largest unpaid settlement amounts; (d) counsel to the Chubb Settling Insurers; and (e) counsel to the claimants in the Direct Action Lawsuits.

34. The Debtor requests that the deadline to file an objection ("Objection") to the approval of this Motion on a final basis shall be 4:00 p.m. (prevailing Eastern Time) on a date established by the Court that is at least seven calendar days prior to the hearing scheduled by the Court with respect to the relief sought herein on a final basis (the "Objection Deadline"). An Objection shall be considered timely only if, on or prior to the Objection Deadline, it is (a) filed with the Court and (b) served upon and actually received by (i) the U.S. Trustee, the Office of the United States Trustee for the Eastern District of Virginia, 701 East Broad Street, Suite 4304,

Richmond, VA 23219, Attn: Kathryn R. Montgomery, email: kathryn.montgomery@usdoj.gov;
(ii) proposed counsel to the Debtor, Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219, Attn: Tyler P. Brown and Henry P. (Toby) Long, III, email: tpbrown@huntonAK.com and hlong@huntonAK.com; (iii) proposed counsel to the Debtor, Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas, Attn: Joseph P. Rovira and Catherine A. Rankin, email: josephrovira@huntonAK.com and crankin@huntonAK.com; and (iv) the attorneys for any official committee of unsecured creditors, if then appointed in this case, on or before the Objection Deadline.

35. The Debtor requests authority, unless otherwise ordered by the Court, to file and serve a reply to any Objection with the Court on or before 12:00 p.m. (prevailing Eastern Time) on the day that is at least one business day before the scheduled hearing date.

36. The Debtor also requests authority, if no Objections are timely filed and served as set forth herein, on or after the Objection Deadline, to submit to the Court a final order substantially in the form of the Proposed Interim Order granting the relief requested herein on a final basis, which order shall be submitted and may be entered with no hearing and no further notice or opportunity to be heard afforded to any party. If an Objection is timely filed, a hearing will be held at a date and time to be established by the Court.

37. The foregoing notice procedures satisfy Bankruptcy Rule 9014 by providing the counterparties with notice and an opportunity to object and be heard at a hearing. *See, e.g., In re Drexel Burnham Lambert*, 160 B.R. 729, 734 (S.D.N.Y. 1993) (an opportunity to present objections satisfies due process); *In re Colorado Mountain Cellars, Inc.*, 226 B.R. 244, 246 (D. Colo. 1998) (a hearing is not required to satisfy Bankruptcy Rule 9014). Furthermore, the

proposed notice procedures protect the due process rights of the parties in interest without unnecessarily exposing the Debtor's estate to unwarranted administrative expenses.

RESERVATION OF RIGHTS

38. Nothing contained herein is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtor or the Protected Parties under the Bankruptcy Code or other applicable nonbankruptcy law; (b) an impairment or waiver of the Debtor's or any other party in interest's right to dispute any claim against, or interest in, the Debtor, its property, or its estate on any grounds; (c) a promise or requirement to pay any claim; (d) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (e) an implication or admission that any particular claim is of a type specified or defined in the Motion, or any order granting the relief requested by the Motion; (f) an implication, admission, or finding as to the validity, enforceability, or perfection of any interest or encumbrance on the property of the Debtor or its estate; (g) an impairment or waiver of any claims or causes of action which may exist against any entity; or (h) a waiver of the Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law.

WAIVER OF SEPARATE MEMORANDUM OF POINTS AND AUTHORITIES

39. The Debtor respectfully requests that the Court regard any argument and citations set forth herein as a written memorandum of facts, reasons, and authorities that has been combined with the relief requested herein, as permitted by Local Bankruptcy Rule 9013-1(F)(1). Alternatively, the Debtor respectfully requests that the Court waive any requirement set forth in Local Bankruptcy Rule 9013-1(F)(1) that this Motion be accompanied by such a written memorandum.

NOTICE

40. Notice of this Motion will be given to: (a) the Office of the United States Trustee for the Eastern District of Virginia; (b) the 20 law firms with the largest number of asbestos personal injury claims currently pending against the Debtor; (c) the 20 law firms that represent clients with the largest unpaid settlement amounts on account of asbestos personal injury claims; (d) counsel to the Chubb Settling Insurers; (e) counsel to the claimants in the Direct Action Lawsuits; and (f) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, under the circumstances, no other or further notice is required.

41. No previous request for the relief sought herein has been made by the Debtor to this or any other court.

[Remainder of page intentionally left blank]

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: June 30, 2024
Richmond, Virginia

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

Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
HUNTON ANDREWS KURTH LLP
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hlong@HuntonAK.com

- and -

Joseph P. Rovira (*pro hac vice* pending)
Catherine A. Rankin (*pro hac vice* pending)
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crankin@HuntonAK.com

Proposed Counsel for the Debtor and Debtor in Possession

Exhibit A

Proposed Interim Order

HUNTON ANDREWS KURTH LLP
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Catherine A. Rankin (*pro hac vice* pending)
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Telephone: (713) 220-4200

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Telephone: (804) 788-8200

Proposed 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 (___)**
:
Debtor. :
:
:
:

**INTERIM ORDER EXTENDING THE AUTOMATIC STAY TO
ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS**

Upon the motion (the “Motion”)¹ of the above-captioned debtor in the above-captioned chapter 11 case (the “Debtor”) for entry of an interim order (this “Interim Order”) staying parties from prosecuting pending asbestos-related actions against insurers (collectively, the “Insurers”) on behalf of the Debtor’s now-dissolved former subsidiary, Wayne Manufacturing Corporation (“Wayne”), and former officers and directors of the Debtor and Wayne (collectively, “Former D&Os”; together with the Insurers, the “Protected Parties”), including, without limitation, the thirty-five (35) lawsuits listed on **Exhibit 1** to this Interim Order (collectively, the “Direction Action Lawsuits”) as to any of the Protected Parties, and from commencing new actions or

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

proceedings against the Protected Parties; 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 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 the relief sought in the Motion is in the best interests of the Debtor, its estate and parties in interest; and the Court having found that commencement or continuation of actions against the Protected Parties based on asbestos-related claims against the Debtor, Wayne and Former D&Os are actions that are “against the debtor” or that seek to “recover a claim against the debtor” within the meaning of section 362(a)(1) of the Bankruptcy Code; and the Court having found that commencement or continuation of actions against the Protected Parties could reduce the Debtor’s insurance policies and diminish property of the estate under section 362(a)(3); and the Court having determined there is good and sufficient cause for the relief granted in this order, under those sections and under section 105(a), it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted on an interim basis.
2. The commencement or continued prosecution of an action against a Protected Party related to any asbestos-related claim against the Debtor, Wayne and/or a Former D&O while this chapter 11 case remains pending, including the Direct Action Lawsuits, would violate the

automatic stay imposed by sections 362(a)(1) and 362(a)(3) of the Bankruptcy Code and therefore are prohibited.

3. In addition, all parties are prohibited, pursuant to section 362 of the Bankruptcy Code, from commencing or continuing to prosecute any asbestos-related claim related to the Debtor, Wayne and/or a Former D&O against any of the Protected Parties while this chapter 11 case remains pending. This prohibition includes, without limitation: (a) the pursuit of discovery from the Protected Parties or their officers, directors, employees or agents, (b) the enforcement of any discovery order against the Protected Parties; (c) further motions practice related to the foregoing; and (d) any collection activity on account of an asbestos-related claim involving the Debtor, Wayne and/or a Former D&O.

4. Within three business days after entry of this Interim Order, the Debtor shall serve a copy of this Interim Order and the Motion on (a) the Office of the United States Trustee for the Eastern District of Virginia; (b) the 20 law firms with the largest number of asbestos personal injury claims currently pending against the Debtor; (c) the 20 law firms that represent clients with, collectively, the largest unpaid settlement amounts; (d) counsel to the Chubb Settling Insurers; and (e) counsel to the claimants in the Direct Action Lawsuits.

5. Any objection to the relief requested in the Motion on a permanent basis must, by 4:00 p.m. (prevailing Eastern Time) on [_____] (the “Objection Deadline”), be: (a) filed with the Court and (b) actually received by (i) the U.S. Trustee, the Office of the United States Trustee for the Eastern District of Virginia, 701 East Broad Street, Suite 4304, Richmond, VA 23219, Attn: Kathryn R. Montgomery, email: kathryn.montgomery@usdoj.gov, (ii) proposed counsel to the Debtor, Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219, Attn: Tyler P. Brown and Henry P. (Toby) Long, III, email:

tpbrown@huntonAK.com and hlong@huntonAK.com; (iii) proposed counsel to the Debtor, Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas, Attn: Joseph P. Rovira and Catherine A. Rankin, email: josephrovira@huntonAK.com and crankin@huntonAK.com; and (iv) the attorneys for any official committee of unsecured creditors, if then appointed in this case, on or before the Objection Deadline.

6. A reply to an Objection may be filed with the Court and served on or before 12:00 p.m. (prevailing Eastern Time) on the day that is at least one business day before the hearing date set forth below.

7. If a timely objection is received there shall be a hearing held on _____, 2024, at _____ (prevailing Eastern Time) to consider such timely objection to the Motion.

8. If no Objections are timely filed and served as set forth herein, the Debtor shall, on or after the Objection Deadline, submit to the Court a final order substantially in the form of this Interim Order, which order shall be submitted and may be entered with no further notice or opportunity to be heard afforded any party, and the Motion shall be approved, on a final basis, retroactive to the date of the commencement of this chapter 11 case.

9. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

10. The requirement under Local Rule 9013-1(F) to file a memorandum of law in connection with the Motion is waived.

11. The Debtor is authorized to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Motion.

12. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation 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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Henry P. (Toby) Long, III (VSB No. 75134)
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- and -

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Proposed 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

	Case Name	Case Number	Court	Claimant	Claimant's Counsel	Counsel to Avondale (Huntington)
1	Allo, III v. Huntington Ingalls, Inc., et. al.	2:23-cv-06006	USDC Eastern District of Louisiana	Charles Allo, III	David Melancon Irwin Fritchie Urquhart & Moore, LLC 400 Poydras St., Suite 2700 New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
2	Becker v. Huntington Ingalls Incorporated, et. al.	2:23-cv-06900	USDC Eastern District of Louisiana	Patricia Becker	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
3	Becnel v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-01124	USDC Eastern District of Louisiana	Darwin Kraemer, Rosanne Pierron, Cheryl Becnel and Wendy Vonlienen	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

4	Bourgeois v. Pennsylvania General Insurance Co., et. al.	2:24-cv-00337	USDC Eastern District of Louisiana	David and Emelda Bourgeois	Erin Bruce Saucier Didriksen, Saucier and Woods, PLC 3114 Canal Street New Orleans, LA 70119	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
5	Boutte, Sr. v. Huntington Ingalls Incorporated, et. al.	2:22-cv-03321	USDC Eastern District of Louisiana	Shelton A. Boutte, Sr. and Arlene Boutte	Madeline M. Dixon The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
6	Bracy v. ABB, Inc., et. al.	2:23-cv-06937	USDC Eastern District of Louisiana	Horace L. Bracy	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
7	Brignac v. Anco Insulations, Inc., et. al.	2:23-cv-03124	USDC Eastern District of Louisiana	Percy Brignac	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
8	Chalker v. Taylor-Seidenbach, Inc., et. al.	2023-13770	Civil District Court for the Parish of Orleans, State of Louisiana	Pamela Chalker	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	N/A

9	Constanza et al v. Huntington Ingalls Inc.	2:24-cv-00871	USDC Eastern District of Louisiana	Erica Dandry Constanza	Roussel & Clement 1714 Cannes Drive La Place, LA 70068	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
10	Daigle, III v. Anco Insolutions, Inc., et. al.	2:23-cv-01414	USDC Eastern District of Louisiana	Dennis Daigle, III, Kim Lombas, Michelle Trouilliet, Eric Daigle, and Patrick Daigle	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
11	Ditcharo v. Union Pacific Railroad Company, et. al.	2022-10935	Civil District Court for the Parish of Orleans, State of Louisiana	Anthony J. Ditcharo	Jeremiah Boling Caroline Boling Benjamin Rumph LaCrisha McAllister Boling Law Firm, LLC 541 Julia Street, Suite 300 New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
12	Duran, Jr. v. Taylor-Seidenbach, Inc., et. al.	2023-13741	Civil District Court for the Parish of Orleans, State of Louisiana	Gilbert Duran, Jr.	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

13	Evans v. Taylor-Seidenbach, Inc., et. al.	2:23-cv-04241	USDC Eastern District of Louisiana	Marvin Evans	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
14	Gistarve, Sr. v. Huntington Ingalls Industries, et. al.	2016-05797	Civil District Court for the Parish of Orleans, State of Louisiana	Joseph Gistarve, Sr.	Ron A. Austin Austin & Associates, L.L.C. 400 Manhattan Boulevard Harvey, LA 70058	N/A
15	Gomez v. Lamons Gasket Company, et. al.	2:23-cv-02850	USDC Eastern District of Louisiana	David Gomez	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
16	Hoffman, Jr. v. Huntington Ingalls Inc., et. al.	2022-07111	Civil District Court for the Parish of Orleans, State of Louisiana	Donald M. Hoffman, Jr., Charles S. Somes, and Kathleen Whited	Stephen J. Austin Stephen J. Austin, LLC 1 Galleria Boulevard, Suite 1900 Metairie, LA 70001	N/A
17	Lagrange v. Eagle, Inc., et. al.	2:23-cv-00628	USDC Eastern District of Louisiana	Irma Lee Lagrange	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

18	Leboeuf, Jr. et al v. Huntington Ingalls Inc.	2024-04032	Civil District Court for the Parish of Orleans, State of Louisiana	Nolan J. Leboeuf, Jr.	Landry & Swarr 1100 Poydras St. Energy Centre – Suite 2000 New Orleans, LA 70163 -and- The Cheek Law Firm 650 Poydras Street, Ste 2310 New Orleans, LA 70130	N/A
19	Lewis v. Tayler-Seidenbach, Inc., et. al.	2:23-cv-06764	USDC Eastern District of Louisiana	Brouney Lewis and Monica Kelly-Lewis	Kevin B. Milano Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
20	Marcella, et. al. v. Huntington Ingalls, Incorporated et. al.	2:24-cv-00780	USDC Eastern District of Louisiana	Norma Marcella, Scott Marcella, Troy Marcella, and Toni Herbert, Individually and as Statutory Heirs of Decendent Ronald Marcella	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
21	McElwee v. Anco Insulations, Inc. et. al.	2:23-cv-03137	USDC Eastern District of Louisiana	Robert J. McElwee	Frank J. Swarr Mickey P. Landry Matthew Clark Landry & Swarr, LLC 1100 Poydras Street, Suite 2000 New Orleans, LA 70163 -and- Jeffery A. O'Connell The Nemeroff Law Firm Douglas Plaza 8226 Douglas Avenue, Suite 740 Dallas, Texas 75225	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

22	McIntyre v. Huntington Ingalls Incorporated, et. al.	2:23-cv-05048	USDC Eastern District of Louisiana	William McIntyre	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
23	Plaisance, Sr. v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-05426	USDC Eastern District of Louisiana	Corbet J. Plaisance, Sr.	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
24	Prude v. Fidelity and Casualty Insurance Company of New York, et. al.	2:23-cv-07197	USDC Eastern District of Louisiana	William "Buddy" Prude	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809 -and- Scott M. Galante Stephanie M. Hartman The Galante Litigation Group, LLC 816 Cadiz Street New Orleans, LA 70115	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
25	Ragusa, Jr., v. Louisiana Insurance Guaranty Association, et. al.	2:21-cv-01971	USDC Eastern District of Louisiana	Frank P. Ragusa, Jr.	Gerolyn P. Roussel Perry J. Roussel, Jr. Jonathan B. Clement Lauren R. Clement Benjamin P. Dinehart Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002

26	Rivet v. Huntington Ingalls Incorporated, et. al.	2:22-cv-02584	USDC Eastern District of Louisiana	Tommy Rivet	Gerolyn P. Roussel Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
27	Robinson v. Anco Insulations, Inc., et. al.	2020-04867	Civil District Court for the Parish of Orleans, State of Louisiana	Melvin L. Robinson	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	N/A
28	Rogers v. Taylor-Seidenbach, Inc., et. al.	2:24-cv-01268	USDC Eastern District of Louisiana	John Rogers	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002

29	Rudolph, et. al. v. Huntington Ingalls, Inc., et. al.	2019-04164	Civil District Court for the Parish of Orleans, State of Louisiana	Renee LaNasa Rudolph, Michael Anthony LaNasa, and Giles Paul LaNasa; on behalf of Wallace LaNasa, Jr.	<p>Lewis O. Unglesby, Esq. Lance C. Unglesby, Esq. Jordan L. Bollinger, Esq. UNGLESBY LAW FIRM 246 Napoleon St. Baton Rouge, LA 70802</p> <p>Timothy J. Falcon, Esq. FALCON LAW FIRM 5044 Lapalco Blvd. Marrero, LA 70072</p> <p>J. Patrick Connick, Esq. 5201 Westbank Expressway, Ste. 100 Marrero, LA 70072</p> <p>Wells T. Watson, Esq. Jeffrey T. Gaughan, Esq. B AGGETT, MCCALL, BURGESS, WATSON & GAUGHAN 3006 Country Club Rd. Lake Charles, LA 70605</p>	<p>Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002</p>
30	Sandifer v. Anco Insulations, Inc., et. al.	2023-10585	Civil District Court for the Parish of Orleans, State of Louisiana	Booker Sandifer	<p>Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809</p>	<p>Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002</p>
31	Sewire v. Anco Insulations, Inc., et. al.	2022-00676	Civil District Court for the Parish of Orleans, State of Louisiana	Patrick Sewire	<p>Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809</p>	N/A
32	Simoneaux v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-04263	USDC Eastern District of Louisiana	Michael Simoneaux	<p>Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130</p>	<p>Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002</p>

33	Thibodeaux et al v. General Electric Company, et al	2:24-cv-01111	USDC Eastern District of Louisiana	Reed Thibodeaux and Cynthia Thibodeaux	Ivan David Cason, Jr. Gori Law Firm 3647 McDonald Ave St. Louis, MO 63116 450 Laurel Street, Suite 1150 Baton Rouge, LA 70801	Timothy Farrow Daniels Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
34	Thomas v. American Automobile Insurance Company, et. al.	2022-00352	Civil District Court for the Parish of Orleans, State of Louisiana	Lisha Thomas, Samantha Thomas, and Shaundreika Shorty; wrongful death beneficiaries of Sam Thomas (aka Sam Carter Thomas)	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130 -and- Lindsey A. Cheek The Cheek Law Firm, LLC 650 Poydras Street, Suite 2310 New Orleans, LA 70130 -and- Spencer R. Doody Scott R. Bickford Larry J. Centola, III Martzell, Bickford & Centola 338 Lafayette Street New Orleans, LA 70130	N/A
35	Wilson v. Eagle, Inc., et al.	2024-03205	Civil District Court for the Parish of Orleans, State of Louisiana	Kenneth Wilson	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	N/A

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Proposed Attorneys 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 (___)**
:
Debtor. :
:
:
:

**DECLARATION OF CHRISTOPHER LASCELL IN SUPPORT OF CHAPTER 11
PETITION AND FIRST DAY PLEADINGS OF HOPEMAN BROTHERS, INC.**

I, Christopher Lascell, hereby declare under penalty of perjury:

1. I am the President of Hopeman Brothers, Inc. (“Hopeman” or the “Debtor”), having served in that capacity since 2016. My father, David M. Lascell, previously served as general counsel to Hopeman and, following Hopeman ceasing its business operations in 2003 (as discussed below), my father became the sole officer and majority owner of Hopeman and in such capacities, he oversaw the administration and resolution of the Asbestos-Related Claims (as defined below). Following his passing in 2016, my two siblings, Daniel Lascell and Carrie Lascell Brown, and I acquired my father’s shares, as well as the minority shares, in Hopeman. Since that time, my siblings and I have been the 100% equity holders in Hopeman and serve as Hopeman’s board of directors and officers.

2. As set forth in more detail below, long prior to my involvement, Hopeman was a “ship joiner” subcontractor. In that line of work, Hopeman contracted with shipbuilders to outfit the interior of ships, which consisted of supplying and installing shipboard furniture, beds, box berthing, non-structural bulkhead panels, ceilings, insulation and other interior components of ocean going vessels. Hopeman exited that line of business in the 1980s and following the sale of substantially all of its assets in 2003, Hopeman has had no ongoing business operations. Hopeman has maintained its corporate existence solely to address the over 126,000 personal injury claims asserted against it allegedly arising out of the asbestos-containing products used in its legacy ship joining business (collectively, the “Asbestos-Related Claims”).

3. Neither I nor my siblings had any affiliation with Hopeman’s business operations prior to its cessation of operations in 2003 or prior to our father’s death. We have attempted to serve as stewards of Hopeman for the last eight years, overseeing the work of outside professionals in the administration and resolution of the Asbestos-Related Claims.

4. Except as otherwise indicated, this declaration is based upon my personal knowledge, my review of relevant documents, information provided to me by Hopeman’s outside professional advisors, or my lay opinion based upon my experience, knowledge, and information concerning the Debtor’s operations. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

5. On the date hereof (the “Petition Date”), the Debtor commenced with this bankruptcy court (the “Court”) a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

6. I submit this declaration (the “Declaration”) to assist the Court and other parties in interest in understanding the circumstances and events that led to the commencement of this

chapter 11 case and in support of the motions and applications that the Debtor has filed with the Court, including the “first-day” pleadings (the “First Day Pleadings”).

7. The two primary objectives of this chapter 11 case are (i) to establish an efficient mechanism to address the thousands of unresolved Asbestos-Related Claims presently asserted against and likely to be asserted against Hopeman during an anticipated claims-filing period, and (ii) to provide for an orderly liquidation and dissolution of Hopeman. Specifically, Hopeman intends to seek confirmation of a liquidating chapter 11 plan (the “Plan”) that would establish a liquidating trust (the “Liquidation Trust”) to which Hopeman would convey all of its assets, consisting of its cash, books and records, and insurance policies, for the benefit of all claimants holding allowed Asbestos-Related Claims. Such claimants would receive distributions from the Liquidation Trust to pay their allowed claims on a pro rata basis from the available Trust Assets (as defined and described further below) pursuant to the Trust Distribution Procedures included with the Plan, which the Debtor intends to file in the near term.

8. This Declaration is divided into four sections. Section I of this Declaration summarizes Hopeman’s corporate history and past business operations. Section II of this Declaration describes the Asbestos-Related Claims asserted against Hopeman, the prepetition claims and defense process, and Hopeman’s remaining insurance coverage to address those claims and defense costs. Section III sets forth the events leading to the commencement of this chapter 11 case. Section IV of this Declaration provides relevant facts in support of the First Day Pleadings.

I. Hopeman’s Corporate History and Business Operations

9. Hopeman’s origins date from 1869, when Arendt Willem Hopeman, a native of Holland, established himself as a building contractor in Rochester, New York.

10. In 1908, Mr. Hopeman's two sons joined him in the building contractor business, and they incorporated in New York as A.W. Hopeman & Sons Company ("Hopeman & Sons") and added cabinet-making to their business operations.

11. In 1917, Hopeman & Sons diversified its business into marine joiner work, *i.e.*, the assemblage, furnishing, and installation of bulkhead panels, ceilings and other interior components of ships. In 1930, the marine business segment of Hopeman & Sons' operations was separately incorporated in Delaware as Hopeman, the Debtor in this chapter 11 case.¹

12. After its formation, Hopeman continued in the exclusive business of marine joiner work for over 50 years. More specifically, Hopeman was a joiner subcontractor that would acquire materials from manufacturers, make modifications to those products to meet shipbuilder specifications, and deliver the resulting "joiner packages" to various shipyards for installation by either Hopeman or shipyard employees. Hopeman provided these joiner packages and/or related services for over 3,000 ships in at least 49 shipyards in over 19 states, including Virginia. Hopeman did not at any time own or operate any shipyard and did not own ships for which it provided joiner packages and/or services.

13. The burning of the S.S. Morro Castle off of the coast of New Jersey in 1934, which resulted in the loss of 124 crew and passengers, led to changes in regulations requiring the use of fireproof materials in ships. In 1939, the United States Coast Guard (the "Coast Guard") approved of asbestos-containing wall and ceiling panels, which later became required non-combustible materials in ship construction.

¹ Hopeman moved its shipyard and accounting operations from New York to Virginia in 1971, and by 1976, Hopeman was headquartered in and maintained its principal place of business in Virginia. In February 2007, Hopeman reincorporated in Virginia and, in 2015, AWH Corporation merged into Hopeman, leaving Hopeman as the surviving entity. Hopeman later closed its office in Virginia, but it continues to store business records in a warehouse in Virginia and to maintain its active corporate status in Virginia with its registered agent located in Glen Allen, Virginia.

14. To comply with these regulations for its subcontracting work, Hopeman purchased “Marinite” fireproof core panels (which contained asbestos) primarily from Johns-Manville Corporation (“Johns-Manville”). The facing materials for the panels included a Johns-Manville product called “Marine Veneer” (which also contained asbestos), and “Micarta,” a Westinghouse Electric Corporation laminate (which sometimes had an asbestos backing), that Hopeman purchased from U.S. Plywood Corporation. A now-dissolved former subsidiary of Hopeman, Wayne Manufacturing Corporation (“Wayne”),² would glue the laminate to the Marinite core panels for the lining and divisional wall panels. Marine Veneer also was used for ceiling panels and was typically purchased by Hopeman and shipped directly to the shipyard.

15. Installation of the wall panels required cutting and drilling at the shipyard and/or aboard the ship being constructed. In 1965, upon hearing rumors about potential health hazards presented by the release of asbestos fibers, Hopeman took immediate and extreme action to substantially reduce or eliminate any such release. Hopeman began developing, and later refined, vacuum saws and drills to reduce the dust created by sawing and drilling asbestos-containing panels. By 1970, most of the cutting of panels was moved off the vessels to an isolated location and, by 1971, Hopeman developed a vacuum table to supplement the vacuum saws. By the time applicable Occupational Safety and Health Administration (OSHA) regulations were published in 1972, Hopeman’s asbestos-related threshold limit value testing showed that any asbestos particles released to the work area were well within exposure limitations in those regulations.

² Wayne, formerly known as Wayne Lumber and Manufacturing Corporation, was a Virginia corporation that became a wholly-owned subsidiary of Hopeman and was dissolved in 1985. Wayne primarily was in the sheet metal business, manufacturing furniture, doors, window casings, trim and stairs. Wayne, however, performed the job of gluing the Micarta laminate to the Marinite core panels Hopeman supplied to Wayne because Wayne was located in Waynesboro, Virginia, in a more suitable climate for gluing the boards together than in many of the shipyards where Hopeman was furnishing the finished panels. Hopeman did not continue the general business operations of Wayne after Wayne dissolved in 1985.

16. In June 1972, Hopeman began research and development of an asbestos-free bulkhead panel and, on April 18, 1975, the Coast Guard approved Hopeman's asbestos-free "Beta 100" panel, for which Hopeman later received a patent. Following the Coast Guard's approval of Beta 100, Hopeman began using this asbestos-free panel. However, Hopeman had certain pre-existing contracts for which asbestos-containing panels were still specified. The majority of such contracts were completed by the end of 1976, and the remaining few contracts in 1977. Hopeman discontinued the use of any asbestos-containing bulkhead panels (and Marine Veneer) in 1977 once the pre-Beta 100 contracts were satisfied.

17. During the 1980s, Hopeman transitioned its business away from ship joining and into manufacturing check-out counters used in commercial retail stores such as Walmart. In 2002, Hopeman spun off its cabinet-making business into Cinnabar Solutions, Inc. ("Cinnabar").³ In 2003, Hopeman sold substantially all of its remaining shipbuilding-related assets to an unrelated party, US Joiner LLC (the "Asset Sale"), pursuant to an Asset Purchase Agreement, dated as of December 23, 2003. Hopeman's liabilities for any Asbestos-Related Claims were excluded and not assumed by US Joiner in the Asset Sale and, as such, remained the obligations of Hopeman post-sale closing.

18. Since the Asset Sale in 2003, Hopeman has had no business operations and exists solely to defend and, when appropriate, settle the Asbestos-Related Claims. Generally, the prepetition administration of the Asbestos-Related Claims involved Hopeman defending and attempting to resolve lawsuits filed against it in federal and state courts across the country, reviewing and attempting to resolve pre-litigation claims submitted pursuant to Administrative Agreements (as defined in Section II(B) below), paying settled claims, and managing Hopeman's

³ Cinnabar was subsequently sold in 2007.

insurance program including by collecting insurance proceeds to reimburse it for defense and claims administration costs and indemnify it for payments Hopeman made to satisfy resolved Asbestos-Related Claims.

19. Hopeman has no employees. Aside from its remaining cash and business records, the Debtor's only other assets are its interests in the remaining limits of its insurance policies (which policies are discussed further in Section II.C. below). As set forth below, the Debtor's only material unpaid liabilities are the Asbestos-Related Claims, most of which currently are unresolved.

II. Hopeman's Asbestos-Related Liabilities, Claims Process, and Insurance Policies

A. Hopeman's Historical Asbestos-Related Claims Experience

20. In 1979, Hopeman received its first Asbestos-Related Claim alleging personal injury as a result of alleged exposure to asbestos fibers contained in marine interior materials included within the joiner packages provided by Hopeman. Since that time, claimants have asserted more than 126,000 Asbestos-Related Claims against Hopeman. Despite Hopeman discontinuing the use of asbestos-containing products in 1977 and ceasing any business operations in 2003, claimants were continuing to assert Asbestos-Related Claims against Hopeman during the last weeks prior to the Petition Date.

21. The Asbestos-Related Claims include both lawsuits and out-of-court claims asserted through agreed procedures put in place with several law firms pursuant to Administrative Agreements (as defined below). While the pace of the filing of claims has slowed, the Asbestos-Related Claims filed against Hopeman from January 2015 through May 2024 still exceeded 5,000 claims. Absent the establishment of a bar date for the assertion of Asbestos-Related Claims against it, Hopeman expects claimants would continue to assert Asbestos-Related Claims against it long

after exhaustion of Hopeman's remaining cash, leaving Hopeman unable to administer the claims resolution and insurance recovery process.

B. The Claimants and the Alleged Diseases

22. Some of the Asbestos-Related Claims are asserted by shipyard workers who claim exposure to asbestos-containing materials supplied by Hopeman in the construction of one or more ships. Other shipyard workers claim exposure to asbestos-containing materials provided by Hopeman on ships being converted, repaired, or reconditioned many years after Hopeman provided those materials at the time the ships were built.

23. A subset of claimants in the Asbestos-Related Claims are not shipyard workers. Rather, some of these claimants allege exposure while they were visiting shipyards to perform other work, while other claimants claim no shipyard exposure. For example, a substantial group of claimants claim service on, or transportation by, ships that allegedly contained asbestos-containing materials provided by Hopeman. Another significant group asserts claims for "secondary exposure" to asbestos. These claimants often are family members of shipyard workers who allegedly returned home from work wearing clothing containing asbestos dust.

24. The Asbestos-Related Claims asserted against Hopeman typically involve allegations of the manifestation of one or more of four general types of asbestos-related diseases: (i) mesothelioma; (ii) lung cancer; (iii) cancers other than lung cancer, such as esophageal cancer or colon cancer; and (iv) asbestosis, or a disease that was not articulated on the face of the pleading or claim.

C. Hopeman's Prepetition Claims Process

25. Prepetition, the Asbestos-Related Claims were asserted against Hopeman by two methods. The first method was pursuant to an agreed out-of-court claims process pursuant to administrative agreements Hopeman entered into with various personal injury law firms

(collectively, the “Administrative Agreements”). The purpose of the Administrative Agreements was to resolve substantiated⁴ Asbestos-Related Claims without the need for litigation, with each type of disease pursuant to most agreements having been assigned a scheduled settlement amount (a “Disease Level”). Upon confirmation that an Asbestos-Related Claim was valid, Hopeman’s third-party prepetition claims administrator, Special Claims Services, Inc. (“SCS”), would pay the agreed upon scheduled amount prescribed for the substantiated Disease Level pursuant to the applicable Administrative Agreement, or the parties would negotiate a settlement amount if there was no predetermined amount scheduled for the subject disease with the counterparty. If the claims were not resolved through the administrative process, litigation of the claims might proceed in court.

26. Of the 1,318 Asbestos-Related Claims Hopeman resolved in the 2023 calendar year collectively through litigation or the administrative process, 224 of these claims were accepted as substantiated claims and settled by Hopeman. Of these settled claims, 66.47% were for Mesothelioma, 27.84% were for lung cancer, 2.15% were for other types of cancer (such as esophageal cancer or colon cancer), and 3.54% were for Asbestosis or another type of disease.

27. The second prepetition method for claim assertion was through a claimant naming Hopeman as a defendant in federal or state court litigation, typically along with multiple other defendants, including other parties that provided products or services in the construction or repair of ships, manufacturers and sellers of products, shipyards, and ship owners, among others, and at times, former directors and officers of Hopeman. The former directors and officers of Hopeman who have been named in asbestos-related lawsuits have indemnification rights against Hopeman,

⁴ Pursuant to the Administrative Agreements, each claimant was required to submit evidence of his/her asbestos-related disease diagnosis and exposure to asbestos that was connected to Hopeman’s business operations.

and Hopeman traditionally has paid the defense costs associated with defending the claims asserted against such directors and officers, subject to reimbursement for a portion of those defense costs by insurers.⁵

28. As of June 23, 2024, over 2,700 unresolved Asbestos-Related Claims have been asserted against Hopeman. These claims are filed in courts in, or submitted pursuant to the Administrative Agreements and assigned by SCS as if filed in, California (35), Illinois (32), Louisiana (88), Maryland (1,097), Pennsylvania (41), and Virginia (1,376), with the remaining 47 claims being filed in, or assigned as if filed in, fourteen other states.⁶

29. Prepetition, Hopeman entered into settlement agreements or approved for allowance, but had not yet paid, 160 of the pending Asbestos-Related Claims. The outstanding settlement payments, which either were not scheduled to be made prior to the Petition Date or for which the claimant had not yet provided required signatures on releases or other documents as a condition to payment, total \$858,800.

⁵ The directors and officers of Hopeman who have been sued are insureds and have rights under the Debtor's insurance coverage. In addition, in at least one state that allows "direct action" lawsuits, Asbestos-Related Claims have been filed against an insurer that provided primary insurance coverage to Wayne, a former Hopeman subsidiary that dissolved long ago (as described above). Secondary coverage for claims against Wayne overlap with Hopeman's existing insurance coverage. Accordingly, both the indemnity claims of the directors and officers and the potential drain on Hopeman's insurance coverage related to Wayne must be addressed in any plan providing for the use of the Debtor's cash and available insurance to address the Asbestos-Related Claims.

⁶ Some of these claims may also be the subject of filed complaints that the parties to Administrative Agreements agree are not to proceed while the administrative process continues.

For claims submitted via Administrative Agreements, the above-referenced jurisdictions historically were assigned by SCS based upon several criteria, including (i) the jurisdiction in which the claimant's counsel typically filed its lawsuits pertaining to the Asbestos-Related Claims asserted against the Debtor; or (ii) the jurisdiction in which a claimant initially filed a lawsuit against the Debtor pertaining to his or her Asbestos-Related Claim but subsequently pursued the claim instead through an Administrative Agreement.

D. Hopeman's Insurance Policies and Its Prepetition Funding of Defense and Reconciliation Costs Concerning Asbestos-Related Claims

30. Prepetition, Hopeman primarily funded its defense and resolution of the Asbestos-Related Claims by drawing upon available coverage from its liability insurance program and with cash on hand. Hopeman's asbestos-related liability insurance program consists of primary-layer insurance policies and multilayer excess general liability insurance policies issued by various insurers (collectively, the "Insurers"), the last coverage period for which ended December 31, 1984. The primary-layer policies Hopeman purchased from 1937 through 1984 were all issued by Liberty Mutual Insurance Company ("LMIC"). The excess insurance policies in the program were issued by LMIC and various other Insurers from 1965 through 1984.

31. Historically, pursuant to Hopeman's various insurance policies, solvent Insurers, within their applicable policy limits, would reimburse Hopeman for portions of the applicable defense costs (including claims administration costs) and for portions of the liability payments it made to resolve Asbestos-Related Claims.

32. Additionally, prior to the Petition Date, Hopeman entered into various agreements with certain Insurers to address the Asbestos-Related Claims. Specifically, in June 1985, Hopeman and certain of its Insurers, as well as other asbestos claim defendants and their respective insurers, entered into an Agreement Concerning Asbestos-Related Claims (commonly known as the "Wellington Agreement"). Pursuant to the Wellington Agreement, participating insurers' obligations for Asbestos-Related Claims, including for payment of defense costs and indemnification of liability payments incurred by Hopeman, were spread pro-rata across all insurance policies from a claimant's date of first exposure across a "coverage block" which, in Hopeman's case, eventually extended to 1984.

33. A number of Insurers who were not signatories to the Wellington Agreement entered into bilateral insurance settlement agreements, called “coverage-in-place” agreements, with Hopeman (collectively, the “CIP Agreements”). Pursuant to each CIP Agreement, the applicable insurance policy remained in place and the agreements obligated those Insurers to pay portions of Hopeman’s defense costs and liability indemnification amounts for Asbestos-Related Claims on terms identical to or substantially similar to those of the Wellington Agreement.

34. 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.

35. Hopeman’s historical spend to pay claims and fund defense costs in connection with the Asbestos-Related Claims has far exceeded the amounts reimbursed by the Insurers. For the four-year period of 2020 through 2023, Hopeman’s claim payments and defense costs totaled over \$52 million, with payments to claimants totaling \$30 million and defense costs totaling \$22 million. In 2023 alone, Hopeman spent over \$12 million in combined claim payments and defense costs, while being reimbursed only \$6.6 million of this amount by Insurers. As such, for year 2023, net of insurance recoveries, Hopeman used its own cash to pay approximately 35.12% of claim payments and 57.33% of defense costs, resulting in an annual cash burn of approximately \$5.5 million.

36. Pursuant to current CIP Agreements, of the \$6,362,200 Hopeman paid to claimants in 2023, Insurers were responsible to reimburse Hopeman for 64.88% of those amounts and 42.67% of the \$5,946,060 in defense costs. As of the date hereof, Century Indemnity Company (“Century”, as successor to CCI Insurance Company, as successor to Insurance Company of North America) and Westchester Fire Insurance Company (“Westchester” and, together with Century, along with their respective predecessors, successors, subsidiaries, affiliates, directors, officers, and

representatives, the “Chubb Insurers”) are the Insurers with the largest coverage contribution obligations owed to Hopeman.

III. Events Leading to Commencement of this Chapter 11 Case

A. Debtor’s Prepetition Cash Position and the Chubb Insurer Settlement

37. After years of Hopeman covering the shortfall in insurance proceeds for its defense costs and claims payments in connection with the Asbestos-Related Claims, Hopeman’s cash reserves have dwindled. If allowed to continue on the current pace, Hopeman estimates it would deplete its remaining cash within the next 12 months. Upon such depletion, only the coverage remaining from unexhausted insurance policies would be available to cover the costs and liability associated with the Asbestos-Related Claims. With Hopeman unable to continue managing the defense and resolution of the Asbestos-Related Claims upon exhausting its available cash, it would create the classic “race to the courthouse” for claimants to recover remaining insurance proceeds. As a result, in consultation with its restructuring counsel and other advisors, Hopeman determined that it was in its best interest, as well as in the best interest of holders of Asbestos-Related Claims, to commence this chapter 11 proceeding to seek approval and implementation of an efficient, value maximizing process to monetize the remaining available insurance and distribute those proceeds equitably to valid holders of Asbestos-Related Claims.

38. To that end, in the months leading up to the commencement of this chapter 11 case, the Debtor conducted extensive, good faith negotiations with the Chubb Insurers – the Insurers that, as noted above, have the greatest share of defense and indemnity coverage contribution obligations owed to Hopeman pursuant to current CIP Agreements and that, accordingly, have the most remaining exposure of Hopeman’s Insurers. These prepetition negotiations were initiated and conducted with the purpose of resolving the Debtor’s unexhausted insurance coverage under

policies issued by the Chubb Insurers and resulted in a settlement agreement that monetizes the applicable insurance policies in the amount of \$31,500,000 (the “Chubb Insurer Settlement”).

39. The settlement agreement memorializing the Chubb Insurer Settlement (the “Chubb Insurer Settlement Agreement”) is attached to the motion seeking approval of the Chubb Insurer Settlement Agreement, being filed contemporaneously herewith, as Exhibit A. As set forth further below, and in accordance with the terms of the Plan and the Chubb Insurer Settlement Agreement, the proceeds to be received by the Debtor pursuant to the Chubb Insurer Settlement Agreement will be transferred to the Liquidation Trust as a substantial contribution toward payment of the Asbestos-Related Claims that the liquidation trustee determines are valid and payable.

40. Moreover, prior to the Petition Date, the Debtor has been actively engaged in discussions with other Insurers with the goal of negotiating, and ultimately entering into, additional settlement agreements with such Insurers. Similar to the terms of the Chubb Insurer Settlement Agreement, proceeds to be received by the Debtor pursuant to any additional settlement agreements will be transferred to the Liquidation Trust for the payment of the Asbestos-Related Claims deemed valid and payable by the liquidation trustee (such anticipated settlement agreements, together with the Chubb Insurer Settlement Agreement, the “Insurer Settlement Agreements”). The Debtor anticipates that it will be seeking Court approval of at least one additional Insurer Settlement Agreements in the near term.

B. Objectives of the Debtor’s Chapter 11 Case

41. Through this chapter 11 case, the Debtor intends to establish an efficient and fair process to utilize Hopeman’s remaining cash, the settlement payments contemplated by the Insurer Settlement Agreements, and its remaining insurance policies to address the thousands of pending Asbestos-Related Claims against Hopeman and those additional Asbestos-Related Claims to be

filed against Hopeman within a reasonable claims period. To resolve such claims, the Debtor intends to seek confirmation of the Plan and approval of the Insurer Settlement Agreements, by separate motions filed with the Court, as soon as practicable.

42. The Debtor's Plan provides for the establishment of the Liquidation Trust into which all its remaining assets will be transferred (namely its insurance rights and remaining cash). Further, the Liquidation Trust will assume liability for all of the Debtor's Asbestos-Related Claims and will use the Trust Assets⁷ to resolve and make distributions on account of substantiated Asbestos-Related Claims. By monetizing the applicable insurance policies through the Insurer Settlement Agreements and establishing the Trust Distribution Procedures (the terms of which will govern the review and payment, as appropriate, of the Asbestos-Related Claims), the Liquidation Trust will be able to address Asbestos-Related Claims in an equitable and efficient manner.

43. The approval of the Insurer Settlement Agreements and confirmation of the Plan are key to ensuring a fair and equitable process for addressing outstanding Asbestos-Related Claims. After transferring its current Asbestos-Related Claims, any remaining cash, and insurance assets to the Liquidation Trust, the Debtor will dissolve and no longer be subjected to additional Asbestos-Related Claims, as provided for in the proposed Plan.⁸

⁷ As currently contemplated by the Plan, which the Debtor expects to file in the near term, the Trust Assets are anticipated to be (i) the \$31,500,000 in proceeds from the Chubb Insurer Settlement Agreement; (ii) the proceeds of any other Insurer Settlement Agreements approved by the Court, (iii) the Debtor's remaining insurance rights pursuant to insurance policies entered into between the Debtor and applicable Insurers; and (iv) any Excess Cash of the Debtor's Estate.

⁸ While reserving its right to do so, the Debtor has not proposed a plan pursuant to section 524(g) of the Bankruptcy Code to address future claims, *i.e.*, those claims that are not filed by a bar date to be established for filing claims against the contemplated liquidation trust.

IV. Summary of First Day Motions

44. Contemporaneously with the filing of its chapter 11 petition and this Declaration, the Debtor filed the following First Day Motions:

- a. *Motion of the Debtor for Entry of an Order (I) Waiving the Requirement to Submit a Formatted Mailing Matrix; (II) Approving the Form and Manner of Notice of Commencement of the Chapter 11 Case; and (III) Granting Related Relief (the “Commencement Motion”);*
- b. *Motion of the Debtor for Entry of an Order (I) Authorizing the Listing of Addresses of Counsel for Personal Injury Claimants in the Creditor Matrix in Lieu of Claimants’ Addresses; (II) Approving Notice Procedures for Such Claimants; and (III) Granting Related Relief (the “Counsel Service Motion”);*
- c. *Motion of the Debtor for Entry of Interim and Final Orders (I) Authorizing Debtor to Use Existing Bank Accounts and Business Forms; and (II) Granting the Debtor an Extension of Time to Comply with Requirements of Section 345(b) of the Bankruptcy Code (the “Cash Management Motion”);*
- d. *Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants (the “Motion to Extend the Stay to Certain Non-Debtors”); and*
- e. *Application of the Debtor for Entry of an Order (I) Authorizing the Appointment of Kurzman Carson Consultants, LLC DBA Verita Global as Claims and Noticing Agent Effective as of the Petition Date; and (II) Granting Related Relief (the “Claims Agent Application”).*

45. I am familiar with the contents of each First Day Motion, and the facts set forth therein are true and correct to the best of my knowledge. The relief sought in the First Day Motions will permit the Debtor to, among other things, establish certain administrative procedures to promote a seamless transition into its chapter 11 case, which will enable the Debtors to efficiently administer its estate and affairs. As detailed more fully below, I believe the entry of orders granting the relief requested in the First Day Motions will provide critical assistance in the Debtor’s chapter 11 case by aiding in preserving the value of the Debtor’s assets and assisting in its reorganization efforts.

A. Commencement Motion

46. In the Commencement Motion, the Debtor is requesting entry of an order (i) approving the form and manner by which it will give notice to all known creditors and certain other parties in interest that it has filed this chapter 11 case, and (ii) authorizing the Debtor to prepare a list of creditors in lieu of filing a formatted mailing matrix. The Debtor proposes that the creditor matrix be maintained by Verita rather than filed with the Court. Furthermore, the Debtor seeks authority to serve the approved form of the notice of commencement no later than ten (10) business days following the date of entry of the Order approving the Commencement Motion. I believe that the relief requested in the Commencement Motion is in the best interests of the Debtor's estate, its creditors, and all other parties in interest and constitutes a critical element in achieving a successful and smooth transition to chapter 11.

B. Counsel Service Motion

47. By the Counsel Service Motion, the Debtor is requesting entry of an order (i) authorizing the listing of addresses of counsel for personal injury claimants in the creditor matrix in lieu of claimants' addresses; (ii) approving notice procedures for such claimants; and (iii) granting related relief.

48. Prior to the Petition Date, SCS tracked Asbestos-Related Claims against the Debtor by maintaining a database that identified the names, but not the addresses, of the claimants asserting Asbestos-Related Claims against Hopeman (the "Claimants"). This database maintained by SCS does, however, include the addresses for the Claimants' respective counsel of record because all communications regarding a Claimant's Asbestos-Related Claim were sent to his or her counsel.

49. Throughout the course of this chapter 11 case, various notices, mailings, and other communications must be sent to the Claimants. To ensure that the Claimants receive proper and

timely notice of the filings and critical events in this chapter 11 case, the Debtor seeks to (i) provide notice to Claimants in this chapter 11 case by listing the addresses of their respective counsel of record in the Debtor's creditor matrix in lieu of the Claimant's respective mailing addresses, and (ii) serve all notices, mailings, and other communications that are required to be served on the Claimants to their respective counsel of record in accordance with applicable noticing procedures set forth in the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the "Notice Procedures").

50. By establishing the Notice Procedures and effectuating service in accordance therewith, the Claimants will receive superior notice as compared to the Debtor and its restructuring professionals attempting to deliver notices directly to the Claimants. Moreover, the Notice Procedures will ease the Debtor's administrative burden of having to expend valuable estate resources attempting to determine where to send notices to thousands of Claimants. For these reasons, the Notice Procedures result in a more reliable and cost-effective noticing process that benefits the Debtor's bankruptcy estate as well as its creditors.

C. Motion to Extend the Stay to Certain Non-Debtors

51. By the Motion to Extend the Stay to Certain Non-Debtors, the Debtor is seeking to stay parties from prosecuting pending asbestos-related actions against Insurers on behalf of the Debtor's now-dissolved former subsidiary, Wayne, and former officers and directors of the Debtor and Wayne (collectively, "Former D&Os"; together with the Insurers, the "Protected Parties"), including, without limitation, the thirty-five lawsuits (35) lawsuits listed on Exhibit 1 to the proposed interim order approving the Motion to Extend the Stay (collectively, the "Direct Action Lawsuits") as to any of the Protected Parties, and from commencing new actions or proceedings against the Protected Parties.

52. The Protected Parties include (a) the Insurers who provide shared-insurance coverage to the Debtor and Wayne and are named in “direct-action” asbestos-related lawsuits on behalf of Wayne, and (b) the Former D&Os of the Debtor and Wayne who also are named in asbestos-related lawsuits with the Debtor and are covered under the Debtor’s insurance policies. If the Direct Action Lawsuits and any other asbestos-related actions are allowed to proceed against the Protected Parties to access insurance shared with the Debtor while this chapter 11 case is pending, they would deplete the Debtor’s available insurance and its assets and negatively impact the other creditors of the Debtor’s estate. Furthermore, without the requested extension of the stay, claimants would be permitted to litigate, in other forums, the exact same asbestos claims and attempt to recover from the insurance proceeds that the Debtor proposes to channel to the liquidation trust through the chapter 11 plan.

53. Accordingly, I believe that the relief requested in the Motion to Extend the Stay to Certain Non-Debtors is critical for the Debtor’s ability to achieve a primary goal of this chapter 11 case – ensuring a fair and equitable distribution of the Debtor’s remaining assets among claimants with valid, payable asbestos-related claims against the Debtor. On behalf of the Debtor, I respectfully submit that the Motion to Extend the Stay to Certain Non-Debtors is essential relief and should be granted.

D. Cash Management Motion

54. By the Cash Management Motion, the Debtor is requesting (i) authority to maintain and use existing bank accounts (the “Bank Accounts”) and business forms; and (ii) if the Court determines the Debtor is not in compliance with section 345(b) of the Bankruptcy Code, granting the Debtor a 45-day extension from the Petition Date to comply with such requirements (or such additional time as to which the United States Trustee may agree).

55. Prior to the Petition Date, the Debtor worked to centralize its cash, eliminate unnecessary accounts, and move its cash to its Bank Accounts at Citizens Bank, an institution that I have been told has been approved as an authorized depository by the U.S. Trustee for the Eastern District of Virginia. The Debtor maintains current and accurate accounting records of its cash transactions and submits that continued use of its Bank Accounts will prevent undue disruption to the Debtor during this chapter 11 case, while protecting the Debtor's cash for the benefit of the estate.

56. I believe that the relief requested in the Cash Management Motion is in the best interests of the Debtor's estate, its creditors, and all other parties in interest and constitutes an important element in achieving a successful and smooth transition to chapter 11. Accordingly, on behalf of the Debtor, I respectfully submit that the Cash Management Motion should be granted.

E. Claims Agent Application

57. Through the Claims Agent Application, the Debtor is seeking entry of an order appointing Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") to act as the claims and noticing agent in order to assume full responsibility for, among other things, the distribution of notices, the creation and maintenance of a website accessible to the public about the bankruptcy process, and the maintenance, processing and docketing of proofs of claim filed in the Debtor's chapter 11 case. I believe Verita's rates are competitive and reasonable given Verita's quality of services and expertise. Accordingly, on behalf of the Debtor, I respectfully submit that the Claims Agent Application should be granted.

I declare under penalty of perjury that, after reasonable inquiry, the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 30th day of June, 2024.

/s/ Christopher Lascell

Christopher Lascell
President
Hopeman Brothers, Inc.