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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

**CENTURY INDEMNITY COMPANY AND
 WESTCHESTER FIRE INSURANCE
 COMPANY,**

Plaintiffs,

v.

HOPEMAN BROTHERS, Inc.,

Defendant.

:
 : **Chapter 11**
 :
 : **Case No. 24-32428 (KLP)**
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 :
 : **Adversary Proceeding No. 25-_____**
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COMPLAINT

Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America (“Century”) and Westchester Fire Insurance Company (on



its own behalf and for policies issued by or novated to Westchester Fire Insurance Company) (“Westchester Fire”) (Century and Westchester Fire together, the “Chubb Insurers”), by this adversary complaint (the “Complaint”), seek (I) judgment against Hopeman Brothers, Inc. (“Hopeman” or “Debtor”) determining that Debtor breached or anticipatorily breached its settlement with the Chubb Insurers, (II) an award of damages against Hopeman in favor of the Chubb Insurers, (III) a determination that such damages are entitled to administrative expense priority treatment pursuant to sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code, and (IV) in the alternative to monetary damages, an order requiring Hopeman’s specific performance of its obligations to prosecute its pending motion to approve its settlement agreement with the Chubb Insurers and to use best efforts to obtain entry of entry of the order approving the settlement.

PARTIES

1. Century and Westchester Fire are Pennsylvania corporations with their principal places of business in Pennsylvania.

2. Hopeman is a Virginia corporation with its current principal place of business in Brookline, Massachusetts.¹

3. Hopeman continues to manage its assets as a debtor-in-possession pursuant to 11 U.S.C. § 1107.

JURISDICTION AND VENUE

4. On June 30, 2024, Hopeman filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code commencing the above-captioned bankruptcy case in the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (this “Court”).²

¹ See Bankr. Dkt. No. 1, pp. 1 of 17, 11 of 17.

² See Bankr. Dkt. No. 1.

5. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 1334(b) and 157.

6. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409 because this action is related to Hopeman's bankruptcy case.

7. This adversary proceeding raises both core and non-core disputes arising in, arising under, or related to Hopeman's bankruptcy case pursuant to 28 U.S.C. § 157(b).

8. In accordance with Fed. R. Bankr. P. 7012(b), as to the non-core elements of this Complaint, Century and Westchester Fire consent to entry of final orders and judgments by the Court in this adversary proceeding only.

FACTUAL BACKGROUND

A. Hopeman's Liabilities for Asbestos-Related Claims

9. Hopeman sold and (for a time) installed ship interiors, using asbestos in the ceilings and walls as required by the U.S. Coast Guard from the late 1930s until 1977.³ Since the late 1970s, claims have been made against Hopeman by persons alleging that they suffered personal injuries from exposure to asbestos contained in marine interior materials provided by Hopeman (the "Asbestos-Related Claims").⁴ Hopeman sold its ship interior business in 2003 and has maintained its corporate existence since then solely to defend and, where appropriate, settle Asbestos-Related Claims.⁵

10. 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

³ Bankr. Dkt. No. 8, Declaration of Christopher Lascell in Support of Chapter 11 Petition and First Day Pleadings of Hopeman Brothers, Inc. ("Lascell Decl.") at ¶¶ 13-16.

⁴ *Id.* at ¶ 20.

⁵ *Id.* at ¶¶ 17-18.

ships.⁶ Other Asbestos-Related Claims arise out of alleged exposure to asbestos-containing materials provided by Hopeman on ships as they were being converted, repaired, or reconditioned many years after Hopeman provided those materials at the time the ships were built.⁷ Another subset of Asbestos-Related Claims allege exposure from persons who visited shipyards to perform other work, while still other persons allege claims based on their service on, or their being transported on, ships that allegedly contained asbestos-containing materials provided by Hopeman.⁸ Still other Asbestos-Related Claims allegedly arise from “secondary exposure” to asbestos.⁹

B. Historical Relationship between Hopeman and the Chubb Insurers

11. Hopeman’s liability insurance program applicable to Asbestos-Related Claims consists of primary layer insurance policies issued by Liberty Mutual Insurance Company (“LMIC”) from 1937 through 1984 and multiple layers of umbrella and excess insurance policies issued by LMIC and other insurers, including the Chubb Insurers, from 1965 through 1984.¹⁰ Century issued 10 excess and umbrella policies to Hopeman from 1965 through 1984.¹¹ Westchester Fire issued 2 umbrella policies to Hopeman from 1983 through 1984.¹² (The Century policies and Westchester Fire policies together are the “Chubb Insurers’ Policies.”)

⁶ *Id.* at ¶ 22.

⁷ *Id.*

⁸ *Id.* at ¶ 23.

⁹ *Id.*

¹⁰ *Id.* at ¶ 30.

¹¹ See Bankr. Dkt. No. 9, 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 (the “Settlement Approval Motion”) at Doc. p. 54 of 77.

¹² *Id.*

12. There is no duty to defend under any of the Chubb Insurers' Policies. Of the 10 Century policies, only 3 require reimbursement of Hopeman's covered defense costs. Neither of the Westchester Fire policies requires reimbursement of Hopeman's defense costs.

13. Hopeman's available insurance policies, including the Chubb Insurers' Policies, are reimbursement policies whereby Hopeman pays the costs for its defense and resolution of Asbestos-Related Claims first, then submits covered portions for reimbursement from its insurers, including the Chubb Insurers, for their allocated share of reimbursement of Hopeman's payments.¹³

14. Century, Westchester Fire, and Hopeman are signatories to the Wellington Agreement, a well-known and longstanding agreement which numerous asbestos producers and insurance carriers entered into on or about June 19, 1985, to provide an alternative to the court system, reduce legal costs, and resolve certain coverage issues with respect to Asbestos-Related Claims.¹⁴

15. 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."¹⁵

16. In 2003, Hopeman approached its first-layer excess insurers, including Westchester Fire, to advise that it had reached a settlement with its primary insurer LMIC, which allegedly

¹³ 12/16/24 Tr. p. 61:17-24 (Mr. Van Epps) ("Hopeman pays those claims . . . and then submits the[m] for reimbursement to the excess carriers . . . and recovers a portion of the amount that they paid for the underlying claims. Q. So these are reimbursement policies? A. They are. Q. Which means the debtor has to advance money? A. Correct.").

¹⁴ Settlement Approval Motion, ¶ 13.

¹⁵ Lascell Decl., p. ¶ 32.

exhausted LMIC's products limits as of 2007 and bought out LMIC's obligations for non-products exposures, to which only per-occurrence but not aggregate limits applied. After confirming the exhaustion of the applicable underlying limits in the LMIC primary policies and with the understanding that the Westchester Fire policies would apply and be billed for indemnity pursuant to the Wellington Agreement (pro rata based upon date of first exposure through 1984)¹⁶, Westchester Fire began participating in the reimbursement of Hopeman's settlements of Asbestos-Related Claims.

17. In 2007, Hopeman began billing Century under second-layer excess/umbrella policies. Century and Hopeman disagreed as to whether the underlying LMIC coverage was properly exhausted in light of Hopeman's non-product/operations exposures that were not subject to the aggregate limits of the underlying LMIC primary policies. To address this and other coverage issues, Century and Hopeman engaged in alternative dispute resolution ("ADR") proceedings as required by the Wellington Agreement.

18. The Hopeman-Century ADR proceedings resulted in a June 27, 2008 Partial Settlement Agreement between Century and Hopeman regarding allocation of loss payments and defense costs (the "2008 Agreement"), as well as a December 18, 2009 Settlement Agreement regarding limits and defense treatment under Century policies along with other coverage issues (the "2009 Agreement").

19. The Chubb Insurers and Hopeman performed pursuant to the terms of Hopeman's agreement with Westchester Fire, the 2008 Agreement, and the 2009 Agreement for over 15 years.

20. Pre-petition, Hopeman managed the defense and resolution of Asbestos-Related Claims. Asbestos-Related Claims were asserted against Hopeman by two methods. The first

¹⁶ See Lascell Decl., ¶ 32; *see also* 11/14/24 Tr. p. 79:16 – 80:12 (Mr. Van Epps).

method was an out-of-court claims process pursuant to administrative agreements Hopeman entered into with various personal injury law firms managed through Hopeman's third-party claims administrator, Special Claims Services, Inc.¹⁷ The second method was through federal or state court litigation.¹⁸

21. Pre-petition, Hopeman funded its defense and resolution of Asbestos-Related Claims in part from reimbursement from its liability insurance program, with the remainder being self-funded by Hopeman for various reasons, including that (a) some of Hopeman's insurance coverage was issued by now-insolvent insurers, (b) claimants alleged injuries that took place, in part, during periods where Hopeman previously settled insurance coverage for less than applicable policy limits such that those insurers no longer participated and Hopeman "stood in the shoes" of those insurers, and/or (c) other coverage issues between Hopeman and the insurers (including the Chubb Insurers) were governed by coverage in place ("CIP") agreements, including the Wellington Agreement, the 2008 Agreement, and the 2009 Agreement, whereby Hopeman was required to pay some portion of an Asbestos-Related Claim based on the agreements' terms. Hopeman's historical spend to pay claims and fund its defense of Asbestos-Related Claims "has far exceeded" the amounts reimbursed by insurers with remaining limits, including the Chubb Insurers.¹⁹

22. Pursuant to the Chubb Insurers' CIP agreements and the Wellington Agreement, the Chubb Insurers' collective share of claim payment reimbursements in 2023 was approximately 33.52%.²⁰ Century's share of defense cost reimbursements in 2023 under the three Century

¹⁷ Lascell Decl., ¶ 25.

¹⁸ *Id.*, ¶ 27.

¹⁹ Lascell Decl., ¶ 35.

²⁰ See Bankr. Dkt. No. 57, Disclosure Statement with Respect to the Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code, p. 12.

policies that provide defense coverage was approximately 17.51%.²¹ Westchester Fire has no share of defense cost reimbursements.

C. Hopeman's Bankruptcy-Related Settlement with the Chubb Insurers

23. 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.²² In 2023, Hopeman spent over \$12 million in combined claim payments and defense costs, consisting of \$6,362,000 in claim payments and \$5,946,06 in defense costs.²³ Hopeman received \$6.6 million (55%) in reimbursements from its insurers, including the Chubb Insurers, "resulting in a cash burn of approximately \$5.5 million"²⁴ for the share of defense and claim payments for which Hopeman is responsible.

24. After years of Hopeman covering its share of defense costs and claim payments in connection with Asbestos-Related Claims, its cash reserves neared depletion in early 2024. Because Hopeman has had no revenue-producing operations for decades, it had no means of generating additional funds to cover its agreed-upon share of defense costs and claim payments.

25. In early 2024, Hopeman advised the Chubb Insurers that it planned to file a liquidating Chapter 11 bankruptcy case and requested that the Chubb Insurers negotiate with Hopeman towards a settlement of the Chubb Insurers' coverage obligations so that Hopeman could use the proceeds of the Chubb Insurers' policies to fund a liquidating trust that would resolve Asbestos-Related Claims pending against Hopeman.

26. Over the course of six months, Hopeman and the Chubb Insurers "conducted extensive, good faith negotiations . . . for the purpose of resolving the Debtor's remaining,

²¹ *See id.*

²² *Id.*

²³ *Id.*

²⁴ Settlement Approval Motion, ¶ 15.

unexhausted policies issued by the Chubb Insurers”²⁵ These efforts proved successful and ended in an agreement for the Chubb Insurers to buy back the Chubb Insurers’ policies for a purchase price of \$31,500,000.00 (the “Settlement Amount”) under sections 363(b), (f), and (m) of the Bankruptcy Code, with the settlement proceeds to be used to pay holders of Asbestos-Related Claims.²⁶

27. The definitive settlement agreement between Hopeman and the Chubb Insurers, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference (the “Chubb Insurers’ Settlement Agreement”), is the product of those negotiations. The Chubb Insurers’ Settlement Agreement was finalized and fully executed on June 27, 2024. The Chubb Insurers spent many hours and many thousands of dollars to investigate, analyze, negotiate, draft, and finalize the Chubb Insurers’ Settlement Agreement.

28. Hopeman and the Chubb Insurers agreed that the “Agreement [] is made as of the Execution Date,” and both Hopeman and the Chubb Insurer executed the Chubb Insurers’ Settlement Agreement “intending to be legally bound.”²⁷ In addition to providing the Chubb Insurers with finality through the exchange of the Settlement Amount for a buyback of the Chubb Insurers’ Policies and an injunction in furtherance thereof, Hopeman agreed to “file [a] Motion seeking approval to assume this Agreement and approval of this Agreement and the settlement contemplated hereby pursuant to Bankruptcy Code Sections 105, 363, 365, and Bankruptcy Rules 6004, 6006, and 9019.”²⁸

29. In the Chubb Insurers’ Settlement Agreement, Hopeman and the Chubb Insurers agreed that, “by virtue of” Hopeman’s releases of the Chubb Insurers in the Chubb Insurers’

²⁵ Settlement Approval Motion, ¶ 18.

²⁶ *Id.*

²⁷ Ex. 1 (filed at Bankr. Dkt. No. 9, Ex. A), p. 2.

²⁸ *Id.*, § 3.3.

Settlement Agreement, the “Chubb Insurer Persons shall have no duty to investigate, defend or indemnify Hopeman Persons or the Estate, with respect to any past, present, or future Claim alleged against Hopeman, nor shall Chubb Insurer Persons have any other duty or obligation whatsoever to Hopeman Persons or any other Person with respect to any and all Claims arising out of, in connection with, and relating to the Policies.”²⁹

30. The Chubb Insurers’ Settlement Agreement further provides that “Hopeman, on behalf of itself, other Hopeman Persons, and the Estate, warrants and represents that none of the Claims herein released has been, or will be, assigned or transferred, in whole or in part, to any Person,” including but not limited to “any Claim seeking defense or indemnity or any other benefit” under or relating to the Chubb Insurers’ Policies.³⁰

31. Hopeman and the Chubb Insurers also negotiated and documented a limited provision for termination of the Chubb Insurers’ Settlement Agreement upon Hopeman’s and the Chubb Insurers’ mutual agreement, which has not occurred.³¹

32. In their negotiations, Hopeman and the Chubb Insurers did not agree to any so-called “fiduciary out” or similar provision that might have allowed Debtor to withdraw from or terminate the Chubb Insurers’ Settlement Agreement based on changed circumstances, a perceived “higher and better offer,” or a perceived more favorable deal.

33. Instead, Hopeman “covenant[ed] and agree[d] that it will use its best efforts to obtain entry of the Approval Order as a Final Order, including (but not limited to) using best efforts to resolve or defeat any objections that may be raised by any holder of Asbestos Claims or their counsel. . . .”³² The Chubb Insurers similarly “covenant[ed] and agree[d] that they will use their

²⁹ *Id.*, § 4.1(a).

³⁰ *Id.*, §§ 4.7. 1.11, 1.20.

³¹ *Id.*, § 7.1

³² *Id.*

best efforts from and after the Execution Date to support approval of this Agreement and the settlement contemplated herein.”³³ Hopeman also warranted to “use its best efforts to seek entry of the Approval Order. . . .”³⁴ Hopeman further agreed not to “contest or challenge in any way, directly or indirectly, the Approval Order or any other order . . . in implementation of, this Agreement”³⁵

34. “Fiduciary out” provisions are often included in bankruptcy-related agreements. Hopeman and the Chubb Insurers agreed that “[t]his Agreement has been negotiated at arm’s length and between and among Persons sophisticated and knowledgeable in the matters dealt with in this Agreement,” and that “this Agreement was drafted by experienced and knowledgeable legal counsel for each of the Parties.”³⁶ Hopeman expressly represented and warranted that “[t]his Agreement has been thoroughly negotiated and analyzed by its counsel and has been executed and delivered in good faith, pursuant to arm’s length negotiations. . . .”³⁷ The fact that Hopeman did not negotiate for a “fiduciary out” in the Chubb Insurers’ Settlement Agreement reflects Hopeman’s agreement that it does not have the right to exit the Chubb Insurers’ Settlement Agreement free from consequences.

35. The Chubb Insurers’ entry into the Chubb Insurers’ Settlement Agreement was, in part, in reliance on the fact that it did not include a “fiduciary out.”

D. Hopeman’s Bankruptcy Case and the Insurance Settlement Motions

36. Hopeman filed its Chapter 11 petition on June 30, 2024. At the same time, Hopeman filed the Settlement Approval Motion, averring that it “reviewed, among other things,

³³ *Id.*

³⁴ *Id.*, § 5.1 (e).

³⁵ *Id.*, § 3.6.

³⁶ *Id.*, § 7.5.

³⁷ *Id.*, § 5.1(d).

the Policies and applicable law and determined in its sound business judgment that the \$31,500,000 Settlement Amount pursuant to the Chubb Insurer Settlement Agreement is fair and equitable and in the best interest of the Debtor's estate."³⁸ Hopeman asserted that the Chubb Insurers' Settlement Agreement "will enable the Debtor to arrange for an orderly distribution of those monies to claimants who both have asserted, and are likely to assert, Asbestos-Related Claims against the Debtor while avoiding the costs of litigating or otherwise resolving disputes with Chubb over the availability of coverage."³⁹

37. Hopeman further asserted in the Settlement Approval Motion that the "infusion of funds . . . via the Chubb Insurer Settlement Agreement will result in Allowed Asbestos-Related Claims being paid in amounts greater than those that would be made to the same claimants absent the approval of the Chubb Insurer Settlement Agreement."⁴⁰ Hopeman thus asserted that "the Settlement Payment provided for in the Chubb Insurer Settlement Agreement must be viewed as significant and favorable for the Debtor and, most importantly, for the holders of Asbestos-Related Claims."⁴¹

38. On July 10, 2024, Hopeman filed a motion seeking approval of a settlement with certain other Hopeman insurers (the "Certain Insurers Settlement")⁴² (together with the Settlement Approval Motion, the "Insurance Settlement Motions"). The Certain Insurers' Settlement mirrors the Chubb Insurers' Settlement Agreement in substance and form, and the Rule 9019/§ 363 relief requested by Hopeman with respect to the Certain Insurers' Settlement is the same as the relief requested in the Settlement Approval Motion. Also on July 10, 2024, Hopeman moved to establish

³⁸ Settlement Approval Motion, ¶ 27.

³⁹ *Id.*, ¶ 22.

⁴⁰ *Id.*, ¶ 28.

⁴¹ *Id.*, ¶ 29.

⁴² Bankr. Dkt. No. 53.

procedures for noticing the Insurance Settlement Motions and to schedule a date for the Insurance Settlement Motions to be heard at the same time.⁴³

39. The Unsecured Creditors Committee (the “Committee”) was appointed on July 22, 2024. Soon thereafter, the Committee asserted that it needed to “vet[] the proposed insurance settlements for the benefit of those creditors for whom it is an estate fiduciary,” asserting that “the proposed settlement amounts are unreasonably low” under both settlements based on the “total available coverage.”⁴⁴

40. Hopeman and the Committee agreed to a discovery and briefing schedule regarding the Insurance Settlement Motions, and the hearing date for both Insurance Settlement Motions was ultimately set for December 16, 2024.⁴⁵

41. Unbeknownst to the Chubb Insurers at the time, Debtor and the Committee entered into a Settlement Term Sheet on November 29, 2024 to “set forth certain essential terms for addressing the Insurer Settlement Motions . . . and of a potential Plan that would settle the liability of the Debtor for Channeled Asbestos Claims.”⁴⁶ Debtor and the Committee agreed that (i) the Committee would not oppose the Certain Insurers’ Settlement approval motion, (ii) the Debtor would request that the Court adjourn the hearing *only* as to the Chubb Insurers’ Settlement Approval Motion and “indefinitely” suspend the related dates and deadlines, (iii) Debtor and the Committee would jointly request “that the Court order mediation for the purpose of attempting to reach a consensual resolution of the Chubb Motion” that included the Chubb Insurers; and (iv) Hopeman and the Committee would “negotiate in good faith over the terms of a Plan that would propose to create a Trust pursuant to § 524(g) of the Bankruptcy Code.”

⁴³ Bankr. Dkt. No. 54.

⁴⁴ Bankr. Dkt. No. 120, p. 7-8, 14.

⁴⁵ Bankr. Dkt. No. 376.

⁴⁶ Bankr. Dkt. No. 417 at Ex. 1.

42. At Debtor's request, the hearing on the Chubb Insurers' Settlement Approval Motion was adjourned to March 20, 2025 and the related discovery and briefing deadlines were adjourned indefinitely. Debtor successfully prosecuted the Certain Insurers' Settlement motion at the December 16, 2024 hearing. The Committee did not object to approval of the Certain Insurers' Settlement, despite previously asserting that it was "too low" in relation to Certain Insurers' policy limits, just as it had with respect to the Chubb Insurers' Settlement Agreement.

43. Debtor, the Committee, and the Chubb Insurers were ordered to mediate the relief sought in the Chubb Insurers' Settlement Approval Motion. The Chubb Insurers, Debtor, and the Committee participated in a single in-person mediation session on January 22, 2025. The "Chubb Insurers' Mediation" continued for six weeks thereafter, but the Chubb Insurers were excluded from those "mediation" efforts.

E. The Committee and Hopeman Have Entered Into a § 524(g) Plan Term Sheet that is Incompatible with the Chubb Insurers' Settlement Agreement and, As a Result, Hopeman Refuses to Proceed with the Settlement Approval Motion.

44. On March 7, 2025, Debtor filed a Motion for Expedited Status Conference, attaching a Settlement Term Sheet for § 524(g) Plan of Hopeman Brothers, Inc. (the "Plan Term Sheet") that was agreed upon by Debtor and the Committee without the Chubb Insurers' knowledge or consent. Debtor and the Committee agreed to "work cooperatively to include in the Plan terms, provisions, and conditions that [] will effectuate the agreements contained in this 524(g) Term Sheet."⁴⁷

45. Pursuant to the Plan Term Sheet, Debtor agreed with the Committee to assign its rights in the Chubb Insurers' Policies to the contemplated § 524(g) Trust. Under the Debtor's new settlement agreement with the Committee, the Trust will be overseen by members of the

⁴⁷ Bankr. Dkt. No. 609, Ex. B, ¶ C.1.

Committee that will form a “Trust Advisory Committee.” Asbestos-Related Claims would, under the Plan Term Sheet, be filed in the tort system, “suing the Reorganized Debtor [owned by the Trust] in name only,” and those complaints will be “delivered to Non-Settling Insurers for defense/resolution and payment.” Holders of Asbestos-Related Claims also would be permitted to assert direct actions against Non-Settling Insurers in the tort system to “obtain the benefit of the Asbestos Insurance Coverage of any Non-Settling Insurer.”

46. The Chubb Insurers’ Settlement Agreement is not included in the Plan Term Sheet’s definition of an “Asbestos Insurance Settlement;” thus, notwithstanding the fully executed and binding Chubb Insurers’ Settlement, the Chubb Insurers are considered “Non-Settling Insurers” against whom direct actions can be asserted and Asbestos-Related Claims will be tendered for defense and payment. The Chubb Insurers’ Policies do not have a duty to defend, but the Chubb Insurers will be forced to defend tendered Asbestos-Related Claims to avoid default judgments because the Trust and Reorganized Debtor will not “answer, appear, or otherwise participate” in such actions. Further, while Hopeman paid 35.12% of claim payments and 57.33% of defense costs for Asbestos-Related Claims in 2023 (*i.e.*, pre-petition), “neither the debtor nor the reorganized debtor or the trust will be spending that money” that Hopeman was responsible for pre-petition, and reorganized debtor and the Trust “won’t be defending claims with dollars,” because “A, they don’t have it, and B, that’s not the path that they want to . . . go down.”⁴⁸

47. Debtor and the Committee agreed that no settlement agreement would be considered an “Asbestos Insurance Settlement” without the Committee’s consent. The Committee has not consented to the Chubb Insurers’ Settlement Agreement and, therefore, the Chubb Insurers’ Settlement Agreement is not considered an Asbestos Insurance Settlement under the Plan Term

⁴⁸ 3/10/25 Tr., p. 13:17-22, 14:3-6.

Sheet. According to Debtor’s counsel, this is because “there is no committee support . . . for the Chubb deal at the thirty-one-and-a-half million dollars,” and since “the winds were blowing pretty hard against what we wanted to achieve the way we wanted to achieve it,” Debtor “believe[s] in our fiduciary duty that this is the better path for the estate at this point.”⁴⁹

48. On March 18, 2025, Hopeman informed the Chubb Insurers without any discussion or advance warning that “Hopeman will be filing this morning a notice of adjournment of the hearing on the Chubb settlement motion that currently is scheduled for a hearing on March 20. The notice will adjourn the hearing on the motion to the omnibus hearing date set for June 18.” Ex. 2.

49. On March 25, 2025, the Chubb Insurers provided Hopeman with a proposed schedule “for completing outstanding discovery and other prehearing activities leading up to the June 18 hearing date” on the Settlement Approval Motion. Ex. 3. That same day, Hopeman informed the Chubb Insurers that “the Chubb settlement motion was adjourned to June 18 for docketing purposes only. Unless the agreement memorialized in the 524(g) settlement [the Plan Term Sheet] is terminated, or Chubb and the Committee reach agreement on an acceptable settlement, the Debtor does not intend to go forward with the Chubb settlement motion.” Ex. 4.

50. The Chubb Insurers’ Settlement Agreement is binding on Hopeman. “The requirement of bankruptcy court approval of a compromise does not create a right of unilateral repudiation pending the court’s consideration of the proposed compromise. To hold otherwise would be contrary to the principles of contract formation and contrary to the strong public policy favoring the settlement of disputes and the orderly administration of bankruptcy cases.” *PRLP 2011 Holdings, LLC v. Manuel Mediavilla, Inc. (In re Manuel Mediavilla, Inc.)*, 568 B.R. 551, 573

⁴⁹ 3/10/25 Tr., p. 10:3-5, 14:23-15:2.

(B.A.P. 1st Cir. 2017) (per curiam). This Court has previously made clear that a debtor “cannot [withdraw from a settlement] without leave of court,” explaining that:

[i]t would be inequitable to allow a party to an otherwise enforceable agreement who has given the proper notice and scheduled a hearing under Rule 9019 to revoke an offer after it had been accepted merely because the court had not yet heard the motion to approve the compromise of the claim. The agreement is therefore binding on the parties pending approval by this Court.

In re Gordon Properties, LLC, 504 B.R. 807, 814 (Bankr. E.D. Va. 2013), quoting *In re Frye*, 216 B.R. 166, 174 (Bankr. E.D. Va. 1997).

51. Hopeman was aware of potential opposition by holders of Asbestos-Related Claims when it entered into the Chubb Insurers’ Settlement Agreement and filed the Settlement Approval Motion.

52. There are no unforeseen or changed circumstances that could permit Hopeman to renounce, repudiate, or refuse to honor its contractual obligation to use “best efforts” to obtain the Court’s approval of the Chubb Insurers’ Settlement Agreement.

53. Accordingly, the Chubb Insurers seek (a) judgment determining that Hopeman breached or anticipatorily breached the Chubb Insurers’ Settlement Agreement, (b) damages resulting from Hopeman’s breach or anticipatory breach, (c) a determination that the damages owed by Hopeman are entitled to administrative expense priority treatment, (d) or, alternatively, an order requiring Hopeman’s specific performance of its obligations under the Chubb Insurers’ Settlement Agreement, in full, as a remedy for its breach.

Count I
Breach of Contract

54. The Chubb Insurers incorporate paragraphs 1-53 of this Complaint as though fully stated herein.

55. Hopeman and the Chubb Insurers entered into the Chubb Insurers' Settlement Agreement whereby the Chubb Insurers would contribute the Settlement Amount in exchange for a buyback of the Chubb Insurers' Policies under sections 363(b), (f), and (m) of the Bankruptcy Code. Hopeman agreed to seek entry of an ancillary injunction pursuant to section 105(a) of the Bankruptcy Code to give effect to the "free and clear" sale of the Chubb Insurers' Policies back to the Chubb Insurers under section 363(f) of the Bankruptcy Code.

56. As further consideration for the benefits provided by the Chubb Insurers under the Chubb Insurers' Settlement Agreement, Hopeman agreed to (a) release the Chubb Insurers from "any and all Claims relating to, or in any way arising out of the Policies," including "Claims for alleged bad faith, unfair or improper claims handling or settlement practices . . . and any and all claims for coverage," and (b) assume the Chubb Insurers' Settlement Agreement and seek approval of the settlement pursuant to Bankruptcy Rule 9019.

57. Hopeman filed the Settlement Approval Motion with this Court, urging the Court to approve the Chubb Insurers' Settlement Agreement under Rule 9019(a) because it is "fair and equitable and in the best interests of [Hopeman's] estate. The Settlement Amount will enable the Debtor to arrange for the orderly distribution of those moneys [to be paid by the Chubb Insurers pursuant to the Chubb Insurers' Settlement Agreement] to claimants who both have asserted, and are likely to assert, Asbestos-Related Claims against the Debtor while avoiding the costs of litigating or otherwise resolving disputes with Chubb over the availability of coverage."

58. The Chubb Insurers' Settlement Agreement is a valid and enforceable contract that obligates Hopeman to assume the Chubb Insurers' Settlement Agreement and present the Chubb Insurers' Settlement Agreement to this Court for approval unless and until terminated according to its terms.

59. The Chubb Insurers' Settlement Agreement has not been terminated.

60. The Chubb Insurers have met their obligations under the Chubb Insurers' Settlement Agreement.

61. Hopeman's and the Committee's Plan Term Sheet proposes to (a) assign Hopeman's rights in the Chubb Insurers' Policies to a § 524(g) Trust, (b) preclude the fully executed and binding Chubb Insurers' Settlement Agreement from being considered an Asbestos Insurance Settlement without the Committee's consent, and (c) permit the Trust to assign claims for declaratory relief, "bad faith," extra-contractual, or tort liability, and claims for coverage against the Chubb Insurers to holders of Asbestos-Related Claims, while also (d) leaving the Chubb Insurers to defend and pay Asbestos-Related Claims in the tort system. All of these acts breach the Chubb Insurers' Settlement Agreement.

62. The Plan Term Sheet and the Chubb Insurers' Settlement Agreement are mutually exclusive and competing settlement agreements.

63. Hopeman breached the Chubb Insurers' Settlement Agreement by refusing to proceed with the Settlement Approval Motion "[u]nless the agreement memorialized in the 524(g) settlement [the Plan Term Sheet] is terminated, or Chubb and the Committee reach agreement on an acceptable settlement." Neither is an agreed condition precedent to Hopeman's performance of its obligations under the Chubb Insurers' Settlement Agreement.

64. Hopeman's conduct directly and proximately damaged the Chubb Insurers. The Chubb Insurers incurred out-of-pocket expenditures in connection with attempting to obtain approval of the Chubb Insurers' Settlement Agreement in reliance on Hopeman's execution of the Chubb Insurers' Settlement Agreement and Hopeman's filing of the Settlement Approval Motion, including, without limitation, (a) payment of legal fees and expenses incurred for the Chubb

Insurers' extensive analysis, investigation, and negotiation of the Chubb Insurers' Settlement Agreement, (b) legal fees and expenses incurred in connection with the prosecution of the Settlement Approval Motion, including collecting, reviewing, and producing documents in response to the Committee's broad-ranging subpoena, reviewing and analyzing the Committee's and Hopeman's respective expert disclosures, and participating in several fact and expert depositions, (c) identifying and working with the Chubb Insurers' own experts and serving a rebuttal expert disclosure in connection with the Settlement Approval Motion, and (d) payment of legal fees and expenses incurred in connection with the "Chubb Insurers Mediation."

65. As a direct and proximate result of Hopeman's breach, the Chubb Insurers are exposed to liability for Asbestos-Related Claims, including direct action claims and claims channeled to the Trust, that otherwise would have been extinguished pursuant to the releases and policy buyback provided in the Chubb Insurers' Settlement in exchange for the Chubb Insurers' \$31.5 million payment.

66. As a result of Hopeman's breach, the Chubb Insurers face defending Asbestos-Related Claims tendered by the Trust even though the Chubb Insurers have no duty to defend under the Chubb Insurers' Policies, which damages the Chubb Insurers.

67. The Chubb Insurers also face incurring defense costs under policies that have no obligation to pay defense costs, damaging the Chubb Insurers dollar for dollar for all amounts spent to defend claims under those policies.

68. Further, because Hopeman, Reorganized Hopeman, and the Trust will not pay Hopeman's share of defense costs (57.33% in 2023) and the approved Certain Insurers' settlement eliminates another 25.16% share of defense costs that were being paid pre-petition, the Chubb Insurers face paying 100% of the costs associated for defending each claim despite that Century's

share pursuant to its pre-petition CIP agreements with Hopeman is only 17.51%. The Chubb Insurers are damaged by every dollar they spend that is greater than Century's agreed share. Using Hopeman's 2023 total defense expenditure of \$5,946,060 as a guidepost for the future, this means that Century would pay, as a result of Hopeman's breach of the Chubb Insurers' Settlement Agreement, approximately \$4,904,905 more than Century's agreed share (\$1,041,155) each year.

69. On the Effective Date of any confirmed § 524(g) plan that is consistent with the Plan Term Sheet between Hopeman and the Committee, Hopeman will "transfer the Debtor's books and records to the Trust on the Effective Date," and "transfer all its assets, both tangible and intangible, to the Trust." This transfer will include attorney-client privileged and/or work product-protected documents and information regarding Hopeman's defenses and defense strategies against liability for Asbestos-Related Claims. The Trust will be overseen by a "trust advisory committee" comprised of holders of Asbestos-Related Claims and/or their counsel who thus would have the opportunity to access Hopeman's attorney-client privileged and/or work product-protected documents and information. The Chubb Insurers are damaged by facing greater liability for Asbestos-Related Claims because Hopeman plans to effectuate an irreparable, irreversible subject matter waiver of its defenses and defense strategies by transferring that information to the Trust such that those defenses and defense strategies are available to holders of Asbestos-Related Claims.

70. As a direct and proximate result of Hopeman's breach, the Chubb Insurers are damaged because they have incurred, and will continue to incur, legal fees and expenses, including those of outside counsel and experts, to address the many flaws in Hopeman's and the Committee's Plan Term Sheet and to oppose Hopeman's and the Committee's contemplated § 524(g) plan

whose terms are irreconcilable with the Chubb Insurers' Settlement Agreement that is and remains binding on Hopeman.

71. As a direct and proximate result of Debtor's breach, the Chubb Insurers are suffering and will continue to suffer damages, including but not limited to sums they are forced to pay above and beyond the Settlement Amount.

72. Because (a) Debtor agreed to assume the Chubb Insurers' Settlement Agreement and the Settlement Approval Motion that Debtor filed in June 2024 includes a request to assume the Chubb Insurers' Settlement Agreement, (b) Debtor averred that approval of the Chubb Insurers' Settlement Agreement is the "lynchpin [*sic*] of the Debtor's Plan to maximize recoveries paid to valid Asbestos-Related Claims"⁵⁰ through its bankruptcy case, and (c) Debtor breached the Chubb Insurers' Settlement Agreement by failing to perform its post-petition obligations, the Chubb Insurers' damages constitute actual and necessary expenses of the Debtor's bankruptcy estate entitled to administrative priority treatment in the bankruptcy case.

WHEREFORE, the Chubb Insurers respectfully request that this Court:

- A. Enter a judgment in favor of the Chubb Insurers and against Hopeman that Hopeman has breached the Chubb Insurers' Settlement Agreement;
- B. Award damages to the Chubb Insurers, including, but not limited to, reimbursement of (i) the Chubb Insurers' out-of-pocket expenditures incurred in connection with attempting to obtain approval of the Chubb Insurers' Settlement Agreement, (ii) the Chubb Insurers' out-of-pocket expenditures incurred in connection with the Chubb Insurers' Mediation, (iii) the Chubb Insurers' costs and expenses for pursuing this action, (iv) the Chubb Insurers' costs and expenses incurred to oppose the Plan

⁵⁰ Bankr. Dkt. No. 9, ¶ 2.

Term Sheet and Hopeman's and the Committee's § 524(g) plan, (v) the Chubb Insurers' costs and expenses associated with defending Asbestos-Related Claims beyond that which the Chubb Insurers are contractually obligated to pay, and (vi) any amounts the Chubb Insurers become obligated to pay on account of Hopeman's liability for Asbestos-Related Claims beyond the Settlement Amount;

- C. Determine that any damages awarded to the Chubb Insurers are entitled to administrative priority status in the Bankruptcy Case pursuant to sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code;
- D. As an alternative remedy for Debtor's breach, order specific performance by Hopeman of its obligations under the Chubb Insurers' Settlement Agreement to proceed with the Settlement Approval Motion and use "best efforts" to obtain entry of the Approval Order; and
- E. Award such other and further relief as the Court deems just and proper.

Count II
(In the Alternative)
Anticipatory Breach of Contract

73. The Chubb Insurers incorporate paragraphs 1-72 of this Complaint as though fully stated herein.

74. Hopeman and the Chubb Insurers entered into the Chubb Insurers' Settlement Agreement whereby the Chubb Insurers would contribute the Settlement Amount in exchange for a buyback of the Chubb Insurers' Policies under sections 363(b), (f), and (m) of the Bankruptcy Code. Hopeman also agreed to seek entry of an ancillary injunction pursuant to section 105(a) of the Bankruptcy Code to give effect to the "free and clear" sale of the Chubb Insurers' Policies back to the Chubb Insurers under section 363(f) of the Bankruptcy Code.

75. As further consideration for the benefits provided by the Chubb Insurers under the Chubb Insurers' Settlement Agreement, Hopeman agreed to (a) release the Chubb Insurers from "any and all Claims relating to, or in any way arising out of the Policies," including "Claims for alleged bad faith, unfair or improper claims handling or settlement practices . . . and any and all claims for coverage;" and (b) seek approval of the settlement pursuant to Bankruptcy Rule 9019.

76. Hopeman filed the Settlement Approval Motion with this Court, urging the Court to approve the Chubb Insurers' Settlement Agreement under Rule 9019(a) because it is "fair and equitable and in the best interests of [Hopeman's] estate. The Settlement Amount will enable the Debtor to arrange for the orderly distribution of those moneys to claimants who both have asserted, and are likely to assert, Asbestos-Related Claims against the Debtor while avoiding the costs of litigating or otherwise resolving disputes with Chubb over the availability of coverage."

77. The Chubb Insurers' Settlement Agreement is a valid and enforceable contract that obligates Hopeman to assume the Chubb Insurers' Settlement Agreement and present the Chubb Insurers' Settlement Agreement to this Court for approval unless and until terminated according to its terms.

78. The Chubb Insurers' Settlement Agreement has not been terminated.

79. The Chubb Insurers have met their obligations under the Chubb Insurers' Settlement Agreement.

80. The Chubb Insurers remain willing and able to perform the Chubb Insurers' Settlement Agreement.

81. By the settlement embodied in Hopeman's and the Committee's Plan Term Sheet, Hopeman repudiated its obligations under the Chubb Insurers' Settlement Agreement. Hopeman has agreed with the Committee in the Plan Term Sheet to (a) assign Hopeman's rights in the Chubb

Insurers' Policies to the § 524(g) Trust; (b) preclude the Chubb Insurers' Settlement Agreement from being considered an Asbestos Insurance Settlement without the Committee's consent; (c) permit the Trust to assign claims for declaratory relief, "bad faith," extra-contractual liability, or tort liability, and claims for coverage against the Chubb Insurers to holders of Asbestos-Related Claims; while also (d) leaving the Chubb Insurers to defend and pay Asbestos-Related Claims in the tort system.

82. The Plan Term Sheet and the Chubb Insurers' Settlement Agreement are mutually exclusive and competing settlement agreements.

83. By entering into the Plan Term Sheet, Hopeman obligated itself to breach the Chubb Insurers' Settlement Agreement.

84. Hopeman's commitment to breach the Chubb Insurers' Settlement Agreement by entering into the Plan Term Sheet is positive and unequivocal.

85. The Plan Term Sheet and Hopeman's March 25, 2025 statement that it will not proceed with the Settlement Approval Motion "[u]nless the agreement memorialized in the 524(g) settlement [the Plan Term Sheet] is terminated, or Chubb and the Committee reach agreement on an acceptable settlement," constitute definite and final communications of Hopeman's unjustified refusal to perform its obligations under the Chubb Insurers' Settlement Agreement, including its obligation to assume the Chubb Insurers' Settlement Agreement and present the Chubb Insurers' Settlement Agreement to this Court for approval.

86. The breaches of the Chubb Insurers' Settlement Agreement to which Hopeman obligated itself in the Plan Term Sheet will give rise to damages, including causing the Chubb Insurers to incur legal fees and expenses, including for outside counsel and experts, to address the many flaws in Hopeman's and the Committee's Plan Term Sheet, to oppose Hopeman's and the

Committee's contemplated § 524(g) plan whose terms are irreconcilable with the Chubb Insurers' Settlement Agreement, and to assert and protect their rights under the Chubb Insurers' Settlement Agreement and the Chubb Insurers' Policies.

87. The breaches of the Chubb Insurers' Settlement Agreement to which Hopeman obligated itself in the Plan Term Sheet will give rise to damages, including requiring the Chubb Insurers to defend themselves against Hopeman's liability for Asbestos-Related Claims, including direct action claims and claims channeled to the Trust, and to litigate heavily disputed coverage issues.

88. As a result of the breach to which Hopeman obligated itself in the Plan Term Sheet, the Chubb Insurers will be forced to defend Asbestos-Related Claims tendered by the Trust even though the Chubb Insurers have no duty to defend under the Chubb Insurers' Policies, which will damage the Chubb Insurers.

89. The Chubb Insurers also will be forced to incur defense costs under policies that have no obligation to pay defense costs, meaning the Chubb Insurers will be damaged dollar for dollar by all amounts they are forced to spend defending claims under those policies.

90. Further, because Hopeman, Reorganized Hopeman, and the Trust will not pay Hopeman's pre-petition share of defense costs (57.33% as of 2023) and the approved Certain Insurers' settlement eliminates another 25.16% share of defense costs that were being paid pre-petition, the Chubb Insurers will be damaged by paying 100% of the costs associated for defending each claim despite that Century's share pursuant to its pre-petition CIP agreements with Hopeman is only 17.51%. The Chubb Insurers will be damaged by every dollar they spend that exceeds their agreed share. Using Hopeman's 2023 total defense expenditure of \$5,946,060 as a guidepost for

the future, this means that Century would be required to pay approximately \$4,904,905 more than Century's agreed share (\$1,041,155) each year.

91. On the Effective Date of the § 524(g) plan, Hopeman will “transfer the Debtor’s books and records to the Trust on the Effective Date,” and “transfer all its assets, both tangible and intangible, to the Trust.” This transfer includes attorney-client privileged and/or work product-protected documents and information regarding Hopeman’s defenses and defense strategies against liability for Asbestos-Related Claims. The Trust will be overseen by a “trust advisory committee” comprised of holders of Asbestos-Related Claims and/or their counsel who thus may access Hopeman’s attorney-client privileged and/or work product-protected documents and information. The Chubb Insurers will be damaged by facing greater liability for Asbestos-Related Claims because Hopeman will have effectuated an irreparable, irreversible subject matter waiver of its defenses and defense strategies by transferring that privileged and protected information to the Trust such that those defenses and defense strategies are available to holders of Asbestos-Related Claims.

92. The breaches of the Chubb Insurers’ Settlement Agreement to which Hopeman obligated itself in the Plan Term Sheet will give rise to damages, including but not limited to sums the Chubb Insurers are forced to pay above and beyond the Settlement Amount.

WHEREFORE, the Chubb Insurers respectfully request that this Court:

- A. Enter a judgment in favor of the Chubb Insurers and against Hopeman that Hopeman has anticipatorily breached the Chubb Insurers’ Settlement Agreement;
- B. Award damages to the Chubb Insurers, including, but not limited to, reimbursement of
 - (i) the Chubb Insurers’ out-of-pocket expenditures incurred in connection with attempting to obtain approval of the Chubb Insurers’ Settlement Agreement and the

- Chubb Insurers' Mediation, (ii) the Chubb Insurers' costs and expenses for pursuing this action, (iii) the Chubb Insurers' costs and expenses incurred to oppose the Plan Term Sheet and Hopeman's and the Committee's § 524(g) plan, (iv) the Chubb Insurers' costs and expenses associated with defending Asbestos-Related Claims beyond that which the Chubb Insurers are contractually obligated to pay, and (v) any amounts the Chubb Insurers become obligated to pay on account of Hopeman's liability for Asbestos-Related Claims beyond the Settlement Amount;
- C. Determine that any damages awarded to the Chubb Insurers are entitled to administrative priority status in the Bankruptcy Case pursuant to sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code;
- D. As an alternative remedy for Hopeman's anticipatory breach, order specific performance of Hopeman's obligations under the Chubb Insurers' Settlement Agreement to proceed with the Settlement Approval Motion and use "best efforts" to obtain entry of the Approval Order; and
- E. Award such other and further relief as the Court deems just and proper.

Dated: April 21, 2025

Respectfully submitted,

/s/ Dabney J. Carr
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*Counsel for Century Indemnity
Company and Westchester Fire
Insurance Company*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on April 21, 2025, a true and correct copy of the foregoing Complaint was served upon the following via electronic mail and U.S. Mail:

Hopeman Brothers, Inc.

Christopher Lascell
6 Auburn Ct, Unit 3
Brookline, MA 02446

Counsel for Hopeman Brothers, Inc.

Hunton Andrews Kurth LLP
Joseph P. Rovira
Catherine A. Rankin
600 Travis Street
Suite 4200
Houston, TX 77002

Counsel for Hopeman Brothers, Inc.

Hunton Andrews Kurth LLP
Tyler P. Brown
Henry P. (Toby) Long
III Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, VA 23219

US Trustee for the Eastern District of Virginia

Attn: Kathryn R. Montgomery
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Suite 4304
Richmond, VA 23219

Counsel for the Official Committee of Unsecured Creditors

Caplin & Drysdale, Chartered
Kevin C. Maclay
Todd E. Phillips
Jeffrey A. Liesemer
Kevin M. Davis
Nathaniel R. Miller
1200 New Hampshire Avenue NW, 8th Floor
Washington, DC 20036

/s/ Dabney J. Carr

Dabney J. Carr

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Agreement (the “Agreement”) is made as of the Execution Date by Century Indemnity Company and Westchester Fire Insurance Company (“Chubb Insurers,” as defined below) on the one hand, and Hopeman Brothers, Inc., (“Hopeman,” as defined below) on the other hand. Each of the foregoing is a “Party,” and both collectively are the “Parties.”

RECITALS

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

WHEREAS, Chubb Insurers or their predecessor(s) issued certain Policies (as defined below) to Hopeman or its predecessor(s);

WHEREAS, Hopeman and certain Chubb Insurers are signatories to the June 19, 1985 Agreement Concerning Asbestos-Related Claims (the “Wellington Agreement”) that addresses certain issues with respect to coverage under certain Policies for Asbestos Claims;

WHEREAS, Hopeman and Century Indemnity Company entered into a Partial Settlement Agreement dated June 27, 2008 (Effective Date) which resolved their dispute concerning the allocation of loss payments and defense costs;

WHEREAS, Hopeman and Century Indemnity Company are parties to the December 18, 2009 Settlement Agreement and Release addressing other disputed issues regarding coverage for Asbestos Claims under certain Policies subject to the Wellington Agreement;

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

WHEREAS, Hopeman’s available insurance coverage for Asbestos Claims has been steadily eroding over the years due to the payment of costs and settlement payments, and Hopeman’s cash reserves have been eroding as a result of substantial expenditures by Hopeman to continue resolving those Asbestos Claims;

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

WHEREAS, Hopeman plans to file a petition under Chapter 11 of the Bankruptcy Code to commence a bankruptcy case that it anticipates will provide for an orderly distribution of its remaining assets (including, in particular, proceeds from its remaining insurance coverage for Asbestos Claims) and to provide for the orderly resolution and payment of the Asbestos Claims; and

WHEREAS, Chubb Insurers have reached an agreement with Hopeman to liquidate insurance coverage under the Policies and to resolve any potential disputes regarding the Policies and coverage relating to Hopeman, subject to the terms and conditions of this Agreement, by buying back all of the Policies for fair and reasonable value to provide funding for the resolution of Asbestos Claims in a manner that is satisfactory to Hopeman and in the best interests of Hopeman and its creditors.

NOW, THEREFORE, intending to be legally bound, the foregoing recitals constituting a part of the substance of this Agreement, the Parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below.

1.1 “Approval Date” means the date on which the Approval Order is a Final Order.

1.2 “Approval Order” means an order, in substantially the form attached hereto as **Exhibit B**, with only such modifications as are acceptable to the Parties, entered by the Bankruptcy Court pursuant to Bankruptcy Code Sections 105, 363(b) and (f), and 365, and Bankruptcy Rules 6004, 6006, and 9019, as well as any other provision of the Bankruptcy Code or Bankruptcy Rules as may be appropriate, which Order shall: (1) approve Hopeman’s assumption of this Agreement under Section 365 of the Bankruptcy Code; (2) authorize Hopeman to undertake the remaining transactions contemplated by this Agreement, (3) authorize the sale of the Policies to Chubb Insurers free and clear of any and all Interests under Section 363(f) of the Bankruptcy Code; (4) find that Chubb Insurers are good faith purchasers of the Policies and, as such, are entitled to all protections provided to a good faith purchaser under Bankruptcy Code Section 363(m); (5) provide for the Injunction (as defined below); (6) find that the releases in the Agreement and the policy buyback therein comply with the Bankruptcy Code and applicable non-Bankruptcy law; (7) approve the Agreement and find that the consideration exchanged constitutes a fair and reasonable settlement of the Parties’ respective rights and obligations and constitutes reasonably equivalent value; (8) rule that upon the Approval Date the Policies shall be terminated and of no force and effect and be exhausted in respect of all coverages thereunder; and (9) find that the Agreement is binding on any Chapter 11 trustee for Hopeman and on any liquidating or other trust or distribution vehicle established under a Chapter 11 plan for Hopeman, and on any Chapter 7 trustee in the event the case is converted to a Chapter 7 proceeding. For purposes of clarity, the Confirmation Order shall be an Approval Order if the approval of this Agreement occurs as part of Plan confirmation and the Confirmation Order satisfies the terms of this Section.

1.3 “Asbestos Claim” means any Claim against Hopeman Persons or for which Hopeman Persons are alleged to be liable, including any Direct Action Claim (as defined below), that relates to, arises out of, or is caused in whole or in part by, in any manner or fashion, asbestos, asbestos-containing products, or material, activities involving asbestos containing materials, in whole or part, including mixed dust, irrespective of whether such Claims fall within or outside the scope of the definitions of “products liability,” “products hazard,” and/or “completed operations hazard,” or their equivalents, contained in the Policies. “Asbestos Claim” includes Claims for contribution, indemnity, reimbursement or otherwise arising from the foregoing.

1.4 “Bankruptcy Case” means the case to be commenced by Hopeman under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

1.5 “Bankruptcy Code” means Title 11 and the applicable provisions of Titles 18 and 28 of the United States Code, as amended from time to time.

1.6 “Bankruptcy Court” means the United States Bankruptcy Court for the Eastern District of Virginia.

1.7 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

1.8 “Century” means Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America.

1.9 “Chubb Insurers” means Century and Westchester Fire.

1.10 “Chubb Insurer Persons” means, applying the broadest definition, Chubb Insurers and (i) each of the past, present and future direct and indirect parents, subsidiaries, partners, holding companies, merged companies, divisions, joint ventures, joint venturers, affiliates and related companies of one or both Chubb Insurers; (ii) each of the foregoing Persons’ past, present

and future officers, directors, employees, representatives, claim handling administrators, agents, members, principals, attorneys and shareholders; and (iii) each of the foregoing Persons' predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through, or in concert with them.

1.11 "Claims" means any and all past, present, or future, known or unknown, foreseen or unforeseen, direct or indirect, fixed or contingent, matured or unmatured, liquidated or unliquidated, claims (including "claim" as defined in Section 101(5) of the Bankruptcy Code), proofs of claim, causes of actions, cross-claims, third-party claims, liabilities, rights, demands (including letter demands, notices, or inquiries from any person or government agency), penalties, assessments, damages, requests, suits, lawsuits, costs, attorneys' fees, expenses, and interest of any kind, actions, administrative proceedings, criminal proceedings, or orders, of whatever nature, character, type, or description, whenever and however occurring, whether at law or in equity, and whether sounding in tort or contract, or any statutory, regulatory or common law claim or remedy of any type including, without limitation: (a) any Asbestos Claim; (b) any claim seeking any type of relief, including compensatory, consequential, equitable, exemplary or punitive damages, rescission, or declaratory or injunctive relief; (c) any claim for billing or premium adjustments; (d) any claim on account of alleged bad faith, failure to act in good faith, violation of any duty of good faith and fair dealing, violation of any unfair claims practices act or similar statute, regulation or code, any unfair claims handling or settlement practices, fraud, conspiracy, concerted action, or other type of alleged misconduct; (e) any claim for any other act or omission of Hopeman Persons or Chubb Insurer Persons of any type for which a claimant might seek relief; (f) Direct Action Claims; (g) Insurance Coverage Claims and/or (h) except as set forth in section 3.4 with respect to Chubb Insurer-requested additional

publication costs, Claims seeking to recover administrative-related expenses incurred in the Bankruptcy.

1.12 “Confirmation Order” means the order of the Bankruptcy Court (or district court, to the extent required) confirming the Plan pursuant to Section 1129 of the Bankruptcy Code and granting other related relief.

1.13 “Direct Action Claim” means any Claim by any Person, other than Hopeman, directly against Chubb Insurer Persons under any Policies that arises from the alleged liability of Hopeman Persons, or any insurance contract or Policies that is, or may in the future be, asserted to provide coverage for any of the aforementioned Claims, whether arising by contract, in tort, in equity, or under the laws of any jurisdiction, including any statute that gives a third party a direct cause of action against Chubb Insurer Persons.

1.14 “Estate” means the bankruptcy estate created under Section 541 of the Bankruptcy Code for Hopeman as a result of the filing of the Bankruptcy Case.

1.15 “Execution Date” means the first day upon which all Parties have executed this Agreement.

1.16 “Final Order” means an order or judgment (including any modification or amendment thereof) that remains in effect and has not been reversed, vacated, or stayed, and as to which the time to appeal or seek review, rehearing, or writ of certiorari has expired and as to which no appeal or petition for review, reconsideration, rehearing, or certiorari has been taken or, if taken, has been resolved and no longer remains pending.

1.17 “Hopeman” means Hopeman Brothers, Inc., a Virginia corporation, and each of its predecessors and past assignors.

1.18 “Hopeman Persons” means Hopeman and (i) each of the past, present and future direct and indirect parents, subsidiaries, partners, holding companies, merged companies, divisions, joint ventures, joint venturers, affiliates and related companies of Hopeman, including without limitation, Wayne Manufacturing Corporation; (ii) each of the foregoing Persons’ past, present and future officers, directors, employees, representatives, claim handling administrators, agents, members, principals, attorneys and shareholders; (iii) each of the foregoing Persons’ predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through, or in concert with them, and (iv) any and all Persons known to Hopeman who are entitled or allegedly entitled to insurance coverage under the Policies as a “named insured,” “additional insured,” or otherwise as “insureds” or “assureds” within the meaning thereof.

1.19 “Injunction” means a permanent injunction pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code to become effective upon the Approval Date permanently enjoining the prosecution, continuation, or commencement of any Interest that any Person holds or asserts or may in the future hold or assert against Hopeman Persons or Chubb Insurer Persons, and the assertion of any Claim or right to entitlement or taking any other action against Chubb Insurer Persons for the purpose of obtaining any recovery or other relief from Chubb Insurer Persons or under or in connection with the Policies, arising out of or in connection with the activities covered by the Policies, or in connection with Hopeman Persons’ activities giving rise to claims made or to be made under the Policies, or any other person who may claim to be an insured, additional insured, or otherwise entitled to any benefit under the Policies. The Injunction shall enjoin all Claims released under Section 4.1 of this Agreement.

1.20 “Insurance Coverage Claim” means any Claim seeking defense or indemnity or any other benefit, including any claim for contribution or indemnity by Other Insurers, under or relating to the Policies, including as to alleged existence and exhaustion of applicable limits of each and every Policy. “Insurance Coverage Claim” does not include a dispute arising under or with respect to this Agreement.

1.21 “Interests” means all liens, Claims (including Asbestos Claims, Direct Claims and Insurance Coverage Claims), encumbrances, interests, demands and other rights of any nature, whether at law or in equity.

1.22 “Motion” means the motion, and any exhibits attached thereto, to be filed by Hopeman with the Bankruptcy Court for approval of Hopeman’s assumption of this Agreement and the sale of the Policies and entry of the Approval Order, which Motion shall be in form and substance acceptable to Chubb Insurers.

1.23 “Notice of Motion” means the notice of the Motion, which notice shall be in form and substance acceptable to Chubb Insurers, and which notice Hopeman shall serve at the time it files the Motion with the Bankruptcy Court on the Persons, and in accordance with the terms, set forth in Section 3.4 of this Agreement.

1.24 “Other Insurer” means any Person, other than Chubb Insurer Persons, that provided, or is claimed to have provided, any insurance coverage to Hopeman Persons.

1.25 “Payment Date” means the date on which all portions of the Settlement Amount have been paid by or on behalf of Chubb Insurers according to the provisions of Section 2.2 of this Agreement.

1.26 “Person” means and includes a natural person or persons; a group of natural persons acting as individuals; a group of natural individuals acting in collegial capacity (e.g., as a

committee, board of directors, etc.); a corporation, partnership, limited liability company or limited partnership; a proprietorship, joint venture, trust, legal representative, or any other unincorporated association, business organization or enterprise; any government entity; and any successor in interest, heir, executor, administrator, trustee, trustee in bankruptcy, or receiver of any person or entity.

1.27 “Petition Date” means the date on which Hopeman files the Bankruptcy Case.

1.28 “Plan” means the Plan of Liquidation of Hopeman Brothers, Inc. under Chapter 11 of the Bankruptcy Code, as may be amended or otherwise modified from time to time.

1.29 “Policies” means: (a) the insurance policies listed on **Exhibit A** attached hereto; (b) subject to Section 5.2 of this Agreement, any other known or unknown primary, umbrella, excess, or other liability insurance policies, contracts, or coverages of any nature, type or kind, issued or allegedly issued by the Chubb Insurer Persons that potentially or actually provides coverage for Asbestos Claims and under which Hopeman is, allegedly may be, or claims to be an insured, named insured, additional insured, additional named insured, or otherwise entitled to any insurance coverage or benefits; and (c) any binders, cover notes, and endorsements to any policies referenced in (a) and (b), above.

1.30 “Settlement Amount” means the amount to be paid by Chubb Insurers pursuant to Section 2.2 of this Agreement.

1.31 “Westchester Fire” means Westchester Fire Insurance Company, on its own behalf and for policies novated to or assumed by Westchester Fire Insurance Company.

References to this Agreement and other documents shall be deemed to include all subsequent amendments and other modification thereto.

II. SALE OF POLICIES AND PAYMENT OF SETTLEMENT AMOUNT

2.1 Subject to all of the terms and conditions of this Agreement, including without limitation the approval of the Bankruptcy Court, in full and final settlement of all responsibilities under and arising out of the Policies, and in consideration of the conveyance of the Policies to Chubb Insurers, Chubb Insurers shall purchase from Hopeman, and Hopeman shall sell, convey, transfer, and deliver to Chubb Insurers, upon the Payment Date, each of the Policies, and any and all rights under the Policies, free and clear of any and all Interests of any and all Persons.

2.2 Within forty-five (45) days after the Approval Date, subject to all of the terms of this Agreement, including without limitation the approval of the Bankruptcy Court, in full and final settlement of all responsibilities under and arising out of the Policies, and in consideration of the sale of the Policies to Chubb Insurers free and clear of any and all Interests of any and all Persons, Century and Westchester Fire shall pay to the liquidating trust to be established pursuant to the Plan (the "Liquidating Trust"), or if the Liquidating Trust is not yet effective or otherwise unable to receive payment of the Settlement Amount on the Payment Date, to a qualified settlement fund established pursuant to Section 1.468B-1 et seq. of the Internal Revenue Code, \$31,500,000 in U.S. currency. The Settlement Amount shall be used and disbursed for the resolution of Asbestos Claims asserted against Hopeman, for administrative costs in the Bankruptcy Case, or as otherwise authorized by the Bankruptcy Code and Bankruptcy Rules or by Bankruptcy Court order.

2.3 The Parties agree that: (a) the Settlement Amount is the total amount Chubb Insurer Persons shall ever have been obligated to pay on account of any and all Claims of any kind made under or related to the Policies or the fact that Chubb Insurer Persons issued any of the Policies; (b) under no circumstance will Chubb Insurer Persons ever be obligated to make any additional payments to Hopeman Persons, the Estate, or any other Person in connection with

the Policies or Claims, or directly or indirectly related to or arising out of Chubb Insurer Persons having insured Hopeman Persons under the Policies; (c) all limits of liability of the Policies, including all per occurrence and aggregate limits, shall be deemed fully and properly exhausted; (d) the Settlement Amount is the full purchase price of the Policies, and upon the Payment Date, Chubb Insurers shall be deemed to own the Policies free and clear of any and all Interests of any Person; (e) subject to the terms of this Agreement, Chubb Insurer Persons shall have no further obligation to Hopeman Persons, the Estate, or any other Person under the Policies for any Claim; and (f) the Settlement Amount is at least equal to the fair value of the Policies, in view of Hopeman's intended Chapter 11 filing and the ultimate termination of its existence as part of its Bankruptcy Case. For the avoidance of doubt, but solely limited to those amounts set forth in Schedule 2.3, Chubb Insurers agree to pay to Hopeman in the ordinary course, in addition to and distinct from the Settlement Amount, the amounts listed on Schedule 2.3 hereto as payments owed to Hopeman on account of Hopeman's reimbursable defense costs and settlement payments that arose prior to the Petition Date related to Asbestos Claims, subject to proof of payment of the amounts by Hopeman, which proof Hopeman shall provide to Chubb Insurers by July 2, 2024.

2.4 Effective immediately upon the Payment Date, and without any further action by any of the Parties, all Policies shall be deemed to have been sold back to the Chubb Insurers pursuant to Sections 363(b) and 363(f) of the Bankruptcy Code, and that sale shall operate as though Chubb Insurer Persons had never issued the Policies.

III. BANKRUPTCY-RELATED OBLIGATIONS

3.1 Hopeman shall commence the Bankruptcy Case within fifteen (15) business days after the Execution Date.

3.2 The Parties agree and understand that this Agreement will be an executory contract in the Bankruptcy Case. Hopeman will use best efforts to assume the Agreement as part of the Motion. If Hopeman is unable to obtain approval of the Motion by the Bankruptcy Court, Hopeman may seek approval of this Agreement through the Plan provided that the Confirmation Order satisfies the requirements of an Approval Order.

3.3 On the Petition Date, Hopeman shall file the Motion seeking approval to assume this Agreement and approval of this Agreement and the settlement contemplated hereby pursuant to Bankruptcy Code Sections 105, 363, 365, and Bankruptcy Rules 6004, 6006, and 9019. Hopeman covenants and agrees that it will use its best efforts to obtain entry of the Approval Order as a Final Order, including (but not limited to) using best efforts to resolve or defeat any objections that may be raised by any holder of Asbestos Claims or their counsel, or by any Other Insurer of Hopeman. Similarly, Chubb Insurers covenant and agree that they will use their best efforts from and after the Execution Date to support approval of this Agreement and the settlement contemplated herein.

3.4 Hopeman shall, upon filing of the Motion, serve the Notice of Motion, on: (a) each Person known to Hopeman to have a Claim against it or the Estate through participating in the Bankruptcy Case, the filing of a lawsuit or a claim under an administrative agreement with Hopeman, or the filing of a proof of claim or other assertion of a Claim, or otherwise (or, with the authorization of the Bankruptcy Court, to such Person's counsel of record, if known to Hopeman); (b) any and all Persons known to Hopeman who is entitled or allegedly entitled to insurance coverage under the Policies, including additional insureds and those Persons falling within a policy definition of "named insured"; (c) all other Persons who have filed timely proofs of claim in the Bankruptcy Case; (d) all Persons known to have provided general liability

insurance to Hopeman; (e) all Persons on any master service list maintained in the Bankruptcy Case; and (f) all other parties in interest pursuant to Bankruptcy Rules 2002 and 6004 and any other applicable local rules, including any Person who or that filed a notice of appearance and demand for service of papers in the Bankruptcy Case. In addition, to ensure the broadest notice possible of the Agreement and the Injunction, Hopeman shall seek entry of an order of the Bankruptcy Court, in a form agreed by Chubb Insurers, authorizing publication notice of the Motion and the Agreement in such publications as Hopeman determines appropriate in consultation with Chubb Insurers. If the Motion and Plan confirmation proceedings take place simultaneously, then Hopeman may make a joint publication notice of the hearing on the Motion and the hearing on confirmation of the Plan. If Chubb Insurers wish to publish notice in publications other than chosen by Hopeman, Chubb Insurers may request Hopeman to publish such notice and shall reimburse Hopeman or the Estate, as applicable, for the costs of publishing notice, which reimbursement shall be in addition to the Settlement Amount. As soon as reasonably practical after completion of the publication notice, Hopeman shall file in the Bankruptcy Case affidavits of publication.

3.5 If the Approval Order or any other order of the Bankruptcy Court relating to this Agreement is appealed by any Person other than Hopeman or Chubb Insurers (or a petition for certiorari or motion for rehearing or re-argument is filed by any Person other than Hopeman or Chubb Insurers with respect thereto), Hopeman agrees to take all steps as may be reasonable and appropriate to defend against such appeal, petition, or motion at its sole expense; provided however, that nothing herein shall preclude the Parties from consummating the transactions contemplated herein if the Approval Order shall have been entered and has not been stayed and

Chubb Insurers, in their sole discretion, waive in writing the requirement that the Approval Order be a Final Order.

3.6 Each of the Parties further agrees not to take any appeal from, or to seek to reopen, reargue, obtain reconsideration of, or otherwise contest or challenge in any way, directly or indirectly, the Approval Order or any other order provided for by, or executed or entered pursuant to, or in implementation of, this Agreement, except to the extent that any such order shall be inconsistent with the terms hereof.

3.7 Hopeman agrees to reasonably cooperate with Chubb Insurers and their representatives in connection with the Approval Order and the Bankruptcy Case. Such reasonable cooperation shall include consulting with Chubb Insurers at their request concerning the status of the Bankruptcy Case, including the status of the Motion or any objections to the Motion, and providing Chubb Insurers at their request as soon as reasonably practicable with copies of non-privileged documents that are not otherwise filed as of public record relating to the Bankruptcy Case, the Motion, or the service of the Motion.

3.8 In the event that, at any time between the Petition Date and the Approval Date, any Person asserts a Claim against Chubb Insurers arising out of, in connection with, or related to the Policies, Hopeman shall, upon Chubb Insurers providing written notice to Hopeman, immediately seek an order from the Bankruptcy Court enjoining such Claim.

3.9 Hopeman shall make best efforts to ensure that the Approval Order and the Plan provide that as a condition to the receipt of any payment from the trustee or other payor of Asbestos Claims, each holder of an Asbestos Claim shall execute the form of claimant release (the "Claimant Release") that is materially the same in scope and substance as the Claimant Release attached as **Exhibit C** hereto. At no time shall the scope or contents of the form of any

Claimant Release provided for in this Section, as it applies to Chubb Insurer Persons, be modified without Chubb Insurers' written consent if such modification diminishes the protections provided to Chubb Insurer Persons in this Agreement. Neither the Estate nor any trust or entity paying Claims against Hopeman or its Estate shall pay any Asbestos Claim unless it first obtains from the Claimant an executed Claimant Release. Notwithstanding the foregoing, nothing in this Section shall prevent the Estate or entity paying Claims against Hopeman or its Estate from: (a) reviewing any Asbestos Claim or making any offer to any Claimant to allow, liquidate, compromise, or resolve an Asbestos Claim; *provided, however*, that should a Claimant accept such offer, the Claimant shall execute and provide a Claimant Release to the extent provided herein; (b) paying pursuant to any judgment or order as required by applicable law (whether or not a release is obtained as provided herein); (c) or disallowing or liquidating a claim at a zero value (whether or not a release is obtained as provided hereinabove).

3.10 Hopeman shall make best efforts to ensure that any order confirming the Plan includes an injunction that bars assertion against Chubb Insurer Persons of Asbestos Claims and/or of any Claim released hereunder.

3.11 The Plan or Confirmation Order shall provide that the trustee or other payor of Asbestos Claims will indemnify and hold harmless Chubb Insurer Persons and Hopeman Persons for any costs, liability, damages, or Claims arising from, attributable to or resulting from any Asbestos Claim or (as to Chubb Insurer Persons) any other Claims released under this Agreement.

3.12 (a) Any obligation of Chubb Insurers or Hopeman with respect to reporting obligations in respect of the Settlement Amount, or in respect of any payments, settlements, resolutions, awards, or other Claim liquidations by the Liquidating Trust under the Medicare

Secondary Payer provisions of 42 U.S.C. § 1395y *et seq.*, or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or amendments thereto (“MSP”), including Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), or any other similar statute or regulation, and any related rules, regulations, or guidance issued or amendments or amendatory statutes enacted in connection therewith (“MMSEA”) shall be handled according to provisions to be adopted by the Plan and any trust agreement adopted in connection with the Plan to govern the Liquidating Trust. Hopeman agrees that it shall take all reasonable steps necessary to ensure that the following provisions are adopted as part of the Plan and any Liquidating Trust agreement:

- i. RRE Registration. The Liquidating Trust shall register as a Responsible Reporting Entity (“RRE”) under the reporting provisions of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) (“MMSEA”) in order to fulfill any reporting requirements applicable to the funders of the Liquidating Trust.
- ii. Reporting. The Liquidating Trust, acting as the RRE, shall, at its sole expense, promptly register as a reporting agent and timely submit all reports that are required under MMSEA on account of any reportable claims settled, resolved, paid, or otherwise liquidated by the Liquidating Trust. The Liquidating Trust, in its role as RRE and reporting agent, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, “CMS”) to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.
- iii. Releases. The Liquidating Trust shall obtain prior to remittance of funds to claimants’ counsel or to the claimant, if pro se, in respect of any Asbestos PI Claim, a certification from the claimant to be paid that said claimant has or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Asbestos PI Claim.

(b) In the event that no Chapter 11 plan that provides for the creation of a Liquidating Trust becomes effective, Hopeman agrees that it shall take all reasonable steps

necessary to ensure that any other payor of Asbestos Claims is bound to the obligations that are set forth in this Agreement, to further ensure that the payor of Asbestos Claims shall act in accordance with the terms of this Agreement, and to cooperate with Chubb Insurers in good faith to ensure compliance with any additional requirements that are imposed under Medicaid statutes or regulations in the future. Chubb Insurers agree that they shall consider any and all reasonable requests by the trustee or other payor of Asbestos Claims for accommodations to the procedure established by this Agreement for the resolution and payment of the Asbestos Claims.

(c) The Parties agree that nothing in this Section 3.12 shall constitute or be construed as an admission that any Chubb Insurer is in fact an “applicable plan” for MMSEA reporting purposes, or that it has any legal obligation to report any actions undertaken by the trustee or other payor of Asbestos Claims under MMSEA or any other statute or regulation.

IV. RELEASES

4.1 Subject to and effective upon the occurrence of the Payment Date, and without any further action of the Parties:

(a) Hopeman, on behalf of itself, other Hopeman Persons, and the Estate, hereby fully, finally, and completely remises, releases, acquits, and forever discharges Chubb Insurer Persons from any and all Claims relating to, or in any way arising out of the Policies or Chubb Insurer Persons having issued the Policies or having insured Hopeman Persons pursuant to the Policies. The release of Chubb Insurer Persons under this Section 4.1 of the Agreement includes, but is not limited to: Claims for alleged bad faith, unfair or improper claims handling or settlement practices; conspiracy; fraud; violation of any covenant of good faith and fair dealing; violation of any law, regulation, code, or statute, or any other conduct whether based in contract, tort, or otherwise; any and all Claims for coverage with respect to, relating to, or in any way arising out of the Policies for property damage, bodily injury, personal injury, advertising

injury, or any other form of loss potentially covered under the Policies; and, except as set forth in section 3.4 with respect to Chubb Insurer-requested additional publication costs, Claims seeking to recover administrative expenses incurred in the Bankruptcy. In addition, Hopeman, on behalf of itself, other Hopeman Persons, and the Estate, hereby withdraws any and all requests, demands, or tenders for defense or indemnity previously submitted to Chubb Insurer Persons for Claims under the Policies and further surrenders, relinquishes, and releases any further right to tender or present any Claims whatsoever to Chubb Insurer Persons under the Policies. Furthermore, by virtue of the foregoing releases, Chubb Insurer Persons shall have no duty to investigate, defend or indemnify Hopeman Persons or the Estate, with respect to any past, present, or future Claim alleged against Hopeman, nor shall Chubb Insurer Persons have any other duty or obligation whatsoever to Hopeman Persons or any other Person with respect to any and all Claims arising out of, in connection with, and relating to the Policies, the Chubb Insurer Persons having issued the Policies or having insured Hopeman Persons pursuant to the Policies.

(b) Chubb Insurers, on behalf of themselves and other Chubb Insurer Persons, hereby fully, finally, and completely remise, release, acquit and forever discharge Hopeman Persons and the Estate from any and all Claims with respect to, relating to, or in any way arising out of the Policies, or Chubb Insurers having issued the Policies or having insured Hopeman Persons pursuant to the Policies. The release of Hopeman Persons under this Section 4.1 of the Agreement includes, but is not limited to: Claims for alleged bad faith, unfair or improper claims handling or settlement practices; conspiracy; fraud; violation of any covenant of good faith and fair dealing; violation of any law, regulation, code, or statute, or other any other conduct whether based in contract, tort, or otherwise; any and all Claims for coverage with respect to, relating to, or in any way arising out of the Policies for property damage, bodily

injury, personal injury, advertising injury, or any other form of loss potentially covered under the Policies; and claims for deductibles, retention, reimbursement, and retrospective premiums pursuant to the Policies. Furthermore, by virtue of the foregoing releases, Hopeman Persons shall have no duty or obligation whatsoever to Chubb Insurer Persons or any other Person with respect to any and all Claims arising out of, in connection with, and relating to the Policies, or the Chubb Insurers having issued the Policies or having insured Hopeman Persons pursuant to the Policies.

4.2 The releases set forth in Section 4.1 of this Agreement are not intended to, and shall not, extend to or otherwise release or discharge any rights, privileges, benefits, duties, or obligations of any of the Parties by reason of, or otherwise arising under, this Agreement.

4.3 The Parties acknowledge that there may be changes in the law with respect to interpretation of the Policies or otherwise, or the Parties may hereafter discover facts different from, or in addition to, those which they now believe to be true with respect to any and all of the claims herein released. Nevertheless, the Parties hereby agree that the releases set forth above shall be and remain effective in all respects, notwithstanding any changes in the law or the discovery of such additional or different facts. Moreover, Hopeman understands that Claims that have been or may be asserted against Hopeman Persons may increase or decrease in amount or in severity over time, that Claims that have been or may be asserted against Hopeman Persons may include progressive, cumulative, unknown, and/or unforeseen elements, and that there may be hidden, unknown, and unknowable damages, defense expenses, or other costs related to such Claims. Nevertheless, the Parties irrevocably and knowingly agree that the releases contained in Section 4.1 of this Agreement include a full and complete and irrevocable release and discharge

from all known and unknown rights, Claims, and/or Interests arising out of, in connection with, or relating to the Policies.

4.4 In furtherance of their express intent to fully, finally, and irrevocably release and discharge each other for all Claims, known and unknown, from the beginning of time until the end of time to the extent set forth in Section 4.1 of the Agreement, each of the Parties expressly waives any and all rights it may have under any contract, statute, code, regulation, ordinance, or the common law, which may limit or restrict the effect of a general release as to Claims, arising out of, in connection with, or relating to the Policies.

4.5 The releases set forth in Section 4.1 of the Agreement shall not apply to or have any effect on Chubb Insurer Persons' right to any claim for reinsurance in connection with the Policies.

4.6 Subject to the other provisions of this Agreement, to the extent that the releases set forth in Section 4.1 of the Agreement run to the favor of any Persons who are not signatories hereto, this Agreement is hereby declared to be made in and for their respective benefits and uses.

4.7 Hopeman, on behalf of itself, other Hopeman Persons, and the Estate, warrants and represents that none of the Claims herein released has been, or will be, assigned or transferred, in whole or in part, to any Person. Hopeman, on behalf of itself, other Hopeman Persons, and the Estate, agrees to fully defend, indemnify, protect, save, and hold harmless Chubb Insurer Persons from and against any such Claims (including, but not limited to, the payment of attorneys' fees and costs actually incurred, whether or not litigation is commenced) based on, in connection with, or arising out of such assignment or transfer, or purported or

claimed assignment or transfer. No such obligation to defend, indemnify or hold harmless shall be transferred to or undertaken by any trust formed in the Bankruptcy Case.

4.8 Hopeman, on behalf of itself, other Hopeman Persons, and the Estate, represents, warrants, and agrees that it will not in any way assist any Person in the establishment of any Claim against Chubb Insurer Persons that arises out of, results from, or in any way relates to, Chubb Insurer Persons' investigation, handling, defense, or settlement by Chubb Insurer Persons of Claims, including those released under this Agreement.

V. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

5.1 Each of the Parties separately represents and warrants as follows:

(a) Subject to the entry of the Approval Order, it has the requisite power and authority to enter into this Agreement and to perform the obligations imposed on it by this Agreement;

(b) The execution and delivery of, and the performance of the obligations contemplated by this Agreement have been approved by duly authorized representatives of the Party, and by all other necessary actions of the Party, subject to the contemplated approval by the Bankruptcy Court in the Approval Order;

(c) Each Party has expressly authorized its undersigned representative to execute this Agreement on the Party's behalf as its duly authorized agent;

(d) This Agreement has been thoroughly negotiated and analyzed by its counsel and has been executed and delivered in good faith, pursuant to arm's length negotiations, and for value and valuable consideration; and

(e) Each Party will use its best efforts to seek entry of the Approval Order as attached in **Exhibit B**.

5.2 Each of the Parties has undertaken its own reasonable investigation and, based on that reasonable investigation, represent that they are not aware of any insurance policies issued by Chubb Insurer Persons that provide coverage to Hopeman Persons for Asbestos Claims other than the insurance policies identified on **Exhibit A** to this Agreement.

VI. JUDGMENT REDUCTION

6.1 Hopeman (for itself, the Estate, and Hopeman Persons) hereby agrees as follows with respect to any Claim, case, controversy, arbitration, lawsuit, or other proceeding of any kind involving Hopeman, the Estate, or Hopeman Persons:

(a) Hopeman will not seek to obtain payment from any Person or Other Insurer of any amount that may be attributable or allocable to Chubb Insurer Persons under the Policies; and

(b) Without limiting the effect of the Injunction and the releases set forth in Section 4.1 of this Agreement, in the event that any Person or Other Insurer obtains a judicial determination, settlement or binding arbitration award that it is entitled to obtain a sum certain from Chubb Insurer Persons as a result of a Claim for contribution, subrogation, indemnification, reimbursement or other similar Claim against Chubb Insurer Persons for Chubb Insurer Persons' alleged share or equitable share, or to enforce subrogation rights, if any, of the defense or indemnity obligations of Chubb Insurer Persons for any Claims released pursuant to this Agreement, Hopeman and other Hopeman Persons shall voluntarily reduce their judgment or Claim against, or settlement with, such Person or Other Insurer(s) to the extent necessary to eliminate such contribution, subrogation, indemnification, reimbursement or similar Claims against Chubb Insurer Persons. To ensure that such a reduction is accomplished, Chubb Insurer Persons shall be entitled to assert this Section 6.1 as a defense to any action for any such portion of the judgment, settlement, or binding arbitration award, and shall be entitled to have the court

or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect Chubb Insurer Persons from any liability for the judgment, settlement, or binding arbitration award.

(c) Chubb Insurer Persons shall not seek reimbursement for any payments they are obligated to make under this Agreement, whether by way of a Claim for contribution, subrogation, indemnification, reimbursement, or otherwise from any Other Insurer or Person other than Chubb Insurer Persons' reinsurers in their capacity as reinsurers of Chubb Insurer Persons. Notwithstanding the foregoing, if a third party pursues a contribution, subrogation, or indemnification Claim against Chubb Insurer Persons relating to any of the Policies, then Chubb Insurer Persons shall be free to assert such a Claim against such third party. Hopeman shall use its reasonable best efforts to obtain agreements similar to those contained in this Section 6.1(c) from all Other Insurers with which Hopeman executes a settlement after the Execution Date.

VII. MISCELLANEOUS PROVISIONS

7.1 Termination Rights. If, after 12 months have elapsed since the filing of the Motion, Hopeman and Chubb Insurers mutually agree after good faith discussions with each other that the Approval Order will not be entered or, following entry will not become or is unlikely to become a Final Order, and provided Chubb Insurers have not previously waived in writing that the Approval Order be a Final Order pursuant to Section 3.5 of this Agreement, Hopeman and Chubb Insurers shall have the option jointly to terminate the Agreement. Termination shall not be effective unless it is memorialized in a writing signed on behalf of both Hopeman and Chubb Insurers.

7.2 Amendments. Neither this Agreement nor any term set forth herein may be changed, waived, discharged, or terminated except by a writing signed by the Parties (or their successors or assigns).

7.3 No Precedential Value. The settlement reflected in this Agreement shall be without precedential value, and it is not intended to be, nor shall it be construed as, an interpretation of any insurance policies. It shall not be used as evidence, or in any other manner, in any court or other dispute resolution proceeding, to create, prove, or interpret the obligations of Chubb Insurer Persons under any insurance policies issued to Hopeman Persons or to any other Person, provided, however, notwithstanding the provisions of Section 7.14 of this Agreement, this Agreement may be used as evidence in any defense of Chubb Insurer Persons of any obligation arising under the Policies.

7.4 Agreement Voluntarily Entered Into By Each Of The Parties. This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand each of the provisions of this Agreement and have relied on the advice and representations of competent legal counsel of their own choosing.

7.5 Interpretation. This Agreement has been negotiated at arm's length and between and among Persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, this Agreement was drafted by experienced and knowledgeable legal counsel for each of the Parties. Accordingly, no Party shall be entitled to have any provisions of the Agreement construed against the other Party in accordance with any rule of law, legal decision or doctrine. Unless the context otherwise clearly requires, in this Agreement words importing the singular include the plural and vice versa; wherever in this Agreement the word "include," "includes," or "including" is used, the words "without limitation" shall be understood to follow.

7.6 No Admission of Liability. The Parties agree that this Agreement is the result of a compromise of disputed issues, and that the execution and delivery of this Agreement by any

of the Parties shall not constitute or be construed as an admission of any liability, a course of performance, or wrongdoing on the part of any of them. The Parties acknowledge that this Agreement is not, and cannot be construed as, any admission by Chubb Insurer Persons that any defense, indemnity, or other coverage obligation exists under the Policies, or that Chubb Insurer Persons have any other obligation of any nature whatsoever with respect to the Policies. By entering into this Agreement, neither Hopeman (on behalf of itself, other Hopeman Persons, and the Estate) nor Chubb Insurer Persons have waived nor will be deemed to have waived any right, obligation, privilege, defense, or position it may have asserted or might assert in connection with any claim, matter, Person, or insurance policy outside the scope of this Agreement. Except as set forth in Section 4.6, no Person other than the Parties hereto shall have any legally enforceable rights or benefits under this Agreement.

7.7 Entire and Integrated Agreement. This Agreement is intended by the Parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the Parties with respect to the subject matters contained herein. This Agreement supersedes any and all prior promises, representations, warranties, agreements, understandings, and undertakings between or among the Parties with respect to such subject matters, and there are no promises, representations, warranties, agreements, understandings, or undertakings with respect to such subject matters other than those set forth or referred to herein.

7.8 No Third Party Beneficiaries. Except as set forth in Section 4.6, nothing in this Agreement is intended or shall be construed to give any Person, other than Chubb Insurer Persons and Hopeman (on behalf of itself, other Hopeman Persons, and the Estate) and their respective successors, and permitted assigns, any legal or equitable right, remedy, or claim under

or in respect to this Agreement or any provisions contained herein; this Agreement and any conditions and provisions hereof being are intended to be for the sole and exclusive benefit of Chubb Insurer Persons and Hopeman (on behalf of itself, other Hopeman Persons, and the Estate) as well as each of their successors and permitted assigns, and for the benefit of no other Person. Notwithstanding the foregoing, this Agreement shall be binding on any Chapter 7 or Chapter 11 trustee appointed to administer the Hopeman Estate and any liquidating trustee. Neither this Agreement nor the rights and obligations set forth herein shall be assigned without the prior written consent of the other Party, except that this Section shall not prohibit any assignment by Chubb Insurer Persons (a) made by merger, consolidation, or operation of law or (b) to a Person who succeeds to all or substantially all of such Party's assets.

7.9 Reinsurance Recoveries and Allocation of Settlement Amount. Chubb Insurer Persons will be free to pursue reinsurance claims against reinsurers or retrocessionaires regarding any consideration paid by it in connection with this Agreement. Chubb Insurer Persons are free to allocate the consideration paid by it in connection with this Agreement among the Policies, at their sole discretion.

7.10 Severability. If any provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and application of such provisions to other circumstances, shall remain in effect and be interpreted so as best to reasonably effect the intent of the Parties. Notwithstanding the foregoing, if, prior to entry of the Approval Order containing an injunction described in Section 1.2 becoming a Final Order, the sale of the policies in Section II, the releases (Section 4.1) or the Injunction provided for in the Approval Order are found to be unenforceable or invalid by a court of competent jurisdiction, then such invalidity or

unenforceability shall entitle, but not require, Chubb Insurers to rescind the entire Agreement by providing written notice to Hopeman. In such case, the Settlement Amount shall be returned to Chubb Insurers, less any amounts that Hopeman has used or will use to pay any Claims or reasonable and necessary administrative costs (as approved by the Bankruptcy Court where required under the Bankruptcy Code or the Bankruptcy Rules) incurred as of the time of rescission or that are required by the Bankruptcy Code or order of the Bankruptcy Court to effect an orderly winding-down of the Estate or any liquidating trustee or other trust distribution vehicle established under a Chapter 11 plan for Hopeman and the closing of the Bankruptcy Case after the rescission. Any portions of the Settlement Amount not returned to Chubb Insurers pursuant to the foregoing subsections shall be set off, dollar for dollar, to reduce the limits available under the Policies, as allocated at Chubb Insurers' sole discretion.

7.11 Notice. Any notice or request required or desired to be given pursuant to this Agreement shall be sufficient if made in writing and sent by first class mail, postage prepaid, with a copy by electronic mail, to the Parties at the addresses set forth below or to such other Persons as any of them may designate in writing from time to time:

(a) As to Chubb Insurers:

Shelby Mattioli
Senior Vice President, Direct Claims
Brandywine Group of Insurance and Reinsurance Companies
510 Walnut Street, WB11E
Philadelphia, PA 19106
Shelby.Mattioli@BrandywineHoldings.com

Patti B. Santelle
White and Williams LLP
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103
Santellep@whiteandwilliams.com

Leslie A. Davis
Troutman Pepper Hamilton Sanders LLP
410 9th Street NW
Washington, DC 20004
Leslie.davis@troutman.com

(b) As to Hopeman:

Christopher Lascell
Hopeman Brothers Inc.
6 Auburn Ct., Unit 3
Brookline, MA 02446

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Riverfront Plaza, East Tower
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tpbrown@huntonak.com
josephrovira@huntonak.com

7.12 Headings. The section titles, captions, and headings contained in this Agreement are inserted as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the effect of any of its provisions.

7.13 Recitals. The recitals set forth at the beginning of this Agreement shall not be admissible to prove the truth of the matters asserted in any action or proceeding involving any of the Parties (other than an action or proceeding brought to enforce the terms of this Agreement), nor do any of the Parties intend such recitals to constitute admissions of fact by any of them.

7.14 Agreement Inadmissible. Any evidence of the terms or negotiations or discussions associated with this Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except in: (a) an action or proceeding to enforce the terms of this Agreement; (b) proceedings before the Bankruptcy Court to secure the Approval Order; or (c) any possible action or proceeding between Chubb Insurer Persons and any of their reinsurers with respect to the Policies. Except as set forth

herein, this Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret the Parties' rights or obligations to each other or to any other Person.

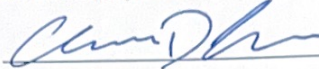
7.15 Additional Necessary Documents. The Parties, and each of them, agree to execute such additional documents as may be reasonably required in order to carry out the purpose and intent of this Agreement, or to evidence anything contained herein.

7.16 Execution in Counterparts. This Agreement may be signed in multiple counterparts and the separate signature pages executed by Parties may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument. Facsimile signatures shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth opposite the respective signatures below.

Dated: Jun 27, 2024

Hopeman Brothers, Inc.

By: 

Name: Christopher D Lascell

Title: President

Dated: _____

Century Indemnity Company

By: _____

Name: _____

Title: _____

Dated: _____

Westchester Fire Insurance Company

By: _____

Name: _____

Title: _____

Dated: _____

Hopeman Brothers, Inc.

By: _____

Name: _____

Title: _____

Dated: June 27, 2024

Century Indemnity Company

By: Shelby L. Mattioli

Name: Shelby L. Mattioli

Title: SVP Direct Claims

Dated: June 27, 2024

Westchester Fire Insurance Company

By: Shelby L. Mattioli

Name: Shelby L. Mattioli

Title: SVP Direct Claims

EXHIBIT A

(Schedule of Insurance Policies)

Issuing Company	Policy Number	Policy Period
INA	XBC 1818	01/29/1965 - 02/14/1968
INA	XBC 41712	02/14/1968 - 03/14/1971
INA	XCP 3721	03/14/1971 - 03/14/1974
INA	XCP 3914	04/02/1973 - 03/14/1977
INA	XCP 12358	03/14/1977 - 01/01/1978
INA	XCP 14304	01/01/1978 - 01/01/1979
INA	XCP 143410	01/01/1979 - 01/01/1980
INA	XCP 143696	01/01/1980 - 01/01/1981
INA	XCP 143696	01/01/1981 - 01/01/1982
INA	XCP 144541	01/01/1982 - 01/01/1983
International	5231830581	01/01/1983 - 01/01/1984
International	5233111857	01/01/1984 - 01/01/1985
INA	XCP 145717	01/01/1984-01/01/1985

EXHIBIT B

(Form of Approval Order)

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 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-[____] (____)**
:
Debtor. :
:
:
:

**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**

Upon the motion (the “Motion”)¹ of the above-captioned debtor in the above-captioned chapter 11 case (the “Debtor”) for entry of an order (this “Order”) (i) approving the Chubb Insurer Settlement Agreement, (ii) approving the assumption of the Chubb Insurer Settlement Agreement, (iii) approving the sale of the Policies, (iv) issuing an injunction pursuant to the sale of the Policies, and (v) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the Chubb Insurer Settlement Agreement; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or the Chubb Insurer Settlement Agreement, as applicable.

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 there is good and sufficient cause for the relief granted in this order, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted.
2. Any and all objections to the Motion and to the relief requested therein and/or granted in this Order that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are overruled on the merits.
3. Pursuant to Bankruptcy Rule 9019, the Chubb Insurer Settlement Agreement and each of its terms and conditions, including the releases contained therein, shall be, and hereby are, approved in their entirety.
4. Pursuant to section 365 of the Bankruptcy Code, the Debtor shall be, and hereby is, authorized and empowered to assume the Chubb Insurer Settlement Agreement. The Chubb Insurer Settlement Agreement shall be deemed assumed upon entry of this Order.
5. The Debtor shall be, and hereby is, authorized to undertake any transactions contemplated by the Chubb Insurer Settlement Agreement that remain uncompleted as of the date of this Order.

6. Upon the occurrence of the Payment Date, (a) the Chubb Insurers shall be irrevocably released from (i) all claims by the Debtor under, arising out of, related to, and/or in connection with the Policies, and (ii) all extra-contractual claims arising out of, related to, and/or in connection with the Policies, and (b) all rights and obligations between the Debtor and the Chubb Insurers in respect of the Policies shall be fully and finally extinguished. As a result, the Policies shall be terminated and of no force and effect and be exhausted in respect of all coverages thereunder.

7. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is authorized and empowered to sell, transfer, and convey the Policies to the Chubb Insurers subject only to the terms and conditions in the Chubb Insurer Settlement Agreement. The Policies shall be deemed so conveyed to the Chubb Insurers immediately upon payment in full of the Settlement Amount pursuant to the terms of the Chubb Insurer Settlement Agreement.

8. Pursuant to section 363(f) of the Bankruptcy Code, the Debtor's sale of the Policies to the Chubb Insurers shall constitute a valid, legal, and effective transfer, which shall vest the Chubb Insurers with all right, title, and interest in and to the Policies free and clear of all liens, claims, encumbrances, and other interests of any person, including, but not limited to, all rights and interests of the Debtor, any other person claiming by, through, or on behalf of the Debtor, any other insurer, any holder of any Asbestos-Related Claim against the Debtor, whether arising prior to or subsequent to the Petition Date, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, interests in the Policies that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of the estate or the Chubb Insurers, as the case may be, in the Policies).

9. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, all persons who hold or assert, or may in the future hold or assert, any claim against Hopeman Persons or Chubb Insurer Persons shall be and hereby are permanently stayed, restrained, and enjoined from asserting any Claim or right to entitlement, or taking any other action against the Chubb Insurer Persons, Hopeman Persons or any other Person who may be an insured, additional insured, or otherwise entitled to any benefit under the Policies, for the purpose of obtaining any recovery or other relief from the Chubb Insurer Persons or under or in connection with the Policies, arising out of or in connection with the activities covered by the Policies, or in connection with the Hopeman Persons' activities giving rise to claims made or to be made under the Policies.

10. The releases in the Chubb Insurer Settlement Agreement and the policy buyback therein comply with the Bankruptcy Code and applicable non-bankruptcy law.

11. The Chubb Insurers are good-faith purchasers of the Policies and are entitled to, and hereby are, granted all of the protections provided to good faith purchasers pursuant to section 363(m) of the Bankruptcy Code.

12. The transactions contemplated by the Chubb Insurer Settlement Agreement shall not be subject to avoidance under section 363(n) of the Bankruptcy Code. All persons shall be and hereby are enjoined from commencing or continuing an action seeking relief under section 363(n) of the Bankruptcy Code with respect to the Chubb Insurer Settlement Agreement and the transactions contemplated thereby.

13. The sale of the Policies to the Chubb Insurers under the Chubb Insurer Settlement Agreement will constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the Commonwealth of Virginia.

14. The Debtor shall use the Settlement Amount solely to make payments to or for the benefit of holders of Asbestos-Related Claims and for other costs and expenses associated with

this chapter 11 case; *provided, that*, the Debtor shall make best efforts to ensure that the Liquidation Trustee or any other payor of the Asbestos-Related Claims will obtain from each holder of an Allowed Asbestos-Related Claim, prior to such holder receiving a disbursement on account of such Allowed Asbestos-Related Claim, an executed Claimant Release that is substantially similar to the form of Claimant Release attached to the Chubb Insurer Settlement Agreement as Exhibit C.

15. This Order shall be binding upon the Debtor, the Chubb Insurers, all holders of Claims (including Asbestos-Related Claims) against the Debtor, all insurers who received notice of the Motion, all other persons and entities receiving notice as set forth in the Motion, the respective successors and assigns of each person referred to in this paragraph, and any chapter 11 trustee, Liquidation Trustee, or other trust or distribution vehicle established under a chapter 11 plan of the Debtor, and on any chapter 7 trustee if this chapter 11 case is converted to a chapter 7 proceeding.

16. Each of the Parties hereby is authorized to take all actions and execute all documents and instruments that it deems necessary or appropriate to implement and effectuate the transactions contemplated by the Chubb Insurer Settlement Agreement.

17. The Chubb Insurers are not, and shall not be deemed to be, successors to the Debtor by reason of any theory of law or equity or as a result of the consummation of the transactions contemplated in the Chubb Insurer Settlement Agreement.

18. This Court shall retain jurisdiction to interpret and enforce the provisions of the Chubb Insurer Settlement Agreement and this Order in all respects and further to hear and determine any and all disputes relating to the Chubb Insurer Settlement Agreement between the Parties or between a Party and any other person; *provided, however*, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with

respect to the Chubb Insurer Settlement Agreement or this Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter. In the event this chapter 11 case has been closed, there shall be cause to have this chapter 11 case reopened upon motion or application for such purposes.

19. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

20. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

21. The requirement under Bankruptcy Local Rule 9013-1(F) to file a memorandum of law in connection with the Motion is waived.

22. Counsel for the Debtor shall serve a copy of this Order on the Master Service List and file a certificate of service within three business days of entry of this Order. Notice of the Order by ECF or e-mail shall constitute good and sufficient notice of the Order.

Dated: _____, 2024
Richmond, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/ DRAFT

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 (*pro hac vice* pending)
Catherine A. Rankin (*pro hac vice* pending)
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

**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/ DRAFT

EXHIBIT C

(Form of Claimant Release)

HOPEMAN BROTHERS, INC. ASBESTOS PERSONAL INJURY LIQUIDATION TRUST RELEASE AND INDEMNITY AGREEMENT

NOTICE: THIS IS A BINDING DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE CONSULT YOUR ATTORNEY IN CONNECTION WITH EXECUTING THIS DOCUMENT. IF YOU DO NOT PRESENTLY HAVE AN ATTORNEY, YOU MAY WISH TO CONSIDER CONSULTING ONE.

All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in either (i) the Plan of Liquidation of Hopeman Brothers, Inc. (the “Plan”) filed in chapter 11 bankruptcy case pending before the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division; or (ii) the Trust Distribution Procedures of the Hopeman Brothers, Inc. Asbestos Personal Injury Liquidation Trust (the “TDP”, which may be amended from time to time) attached as Exhibit B to the Plan.

Preamble

WHEREAS, the undersigned, who is either the “Injured Party” or the/an “Official Representative”¹ (either being referred to herein as the “Claimant”), has filed a claim (the “Claim”) with the Hopeman Brothers, Inc. Asbestos Personal Injury Liquidation Trust (the “Liquidation Trust”) pursuant to the TDP, and such Claim asserts an Asbestos PI Claim arising out of exposure to alleged asbestos-containing products or conduct that occurred for which Hopeman Brothers, Inc. (the “Debtor”) is alleged to have legal responsibility; and

WHEREAS, Claimant has agreed to settle and compromise the Injured Party’s Claim for and in consideration of the allowance of the Claim by the Liquidation Trust and its payment pursuant to the TDP, in accordance with the terms set forth therein and herein.

Agreement

NOW, THEREFORE, Claimant hereby agrees as follows:

1. On behalf of the Injured Party, the Injured Party’s estate, the Injured Party’s heirs, and/or anyone else claiming rights through the Injured Party, now and in the future, Claimant hereby fully and finally RELEASES, ACQUITS, and FOREVER DISCHARGES the Liquidation Trust, the Trust Advisory Committee, the Debtor, the Debtor’s Estate, the Debtor’s former affiliates and subsidiaries, any Settling Asbestos Insurance Entity, and each of the foregoing’s respective settlors, trustors, trustees, members, directors, officers, agents, consultants, financial advisors, servants, employees, attorneys, heirs, executors, and any Asbestos Protected Party (collectively, the “Releasees”) from any and all Asbestos Claims and any claims related thereto (collectively, the “Released Claims”), except as expressly provided herein.
2. Claimant expressly covenants and agrees forever to refrain from bringing any suit or proceeding at law or in equity against the Releasees with respect to any Released Claim.

¹ An “Official Representative” is the/a person who under applicable state law or legal documentation has the authority to represent the Injured Party, the Injured Party’s estate, or the Injured Party’s heirs.

3. Claimant intends this Release and Indemnity Agreement to be as broad and comprehensive as possible so that the Releasees shall never be liable, directly or indirectly, to the Injured Party or the Injured Party's heirs, legal representatives, successors or assigns, or any other person or entity claiming by, through, under, or on behalf of the Injured Party, for or on account of any Released Claim, except as expressly provided herein, whether the same is now known or unknown or may now be latent or may in the future appear to develop or worsen, including all spousal claims for the Injured Party's claims. If Claimant is an Official Representative, Claimant represents and warrants that Claimant has all requisite legal authority to act for, bind and accept payment on behalf of the Injured Party and all heirs of the Injured Party on account of any Released Claim and hereby agrees to indemnify and hold harmless, to the extent of payment hereunder, excluding attorneys' fees and costs, the Releasees from any loss, cost, damage, or expense arising out of or in connection with the rightful claim of any other Entity to payments with respect to the Injured Party's Released Claim.

4. This Release and Indemnity Agreement is not intended to bar any cause of action, right, lien, or claim that Claimant may have against any alleged tortfeasor, or any other person or entity, not included in the definition of Releasees. Claimant hereby expressly reserves all his or her rights against such persons or entities. This Release and Indemnity Agreement is not intended to release or discharge any Asbestos PI Claim or potential Asbestos PI Claim that the Injured Party's heirs (if any), spouse (if any), the Official Representative (if any) or the Official Representative's heirs (if any) (other than the Injured Party) may directly have as a result of their own alleged exposure to asbestos or alleged asbestos-containing products.

5. Claimant represents and warrants that any and all Valid Liens² subrogation, conditional payment, and reimbursement claims relating to benefits paid to or on account of the Injured Party in connection with, or relating to, the Claim have been resolved or will be resolved from the net proceeds of the settlement payment to Claimant under this Release and Indemnity Agreement or otherwise. It is further agreed and understood that no Releasee shall have any liability to Claimant or any other person or entity in connection with such liens or conditional payment or reimbursement claims and that Claimant will indemnify and hold the Releasees harmless from any and all such alleged liability as provided in the following sentence. Claimant will indemnify and hold the Releasees harmless, to the extent of the amount of payment hereunder, excluding attorneys' fees and costs, from any and all liability arising from subrogation, conditional payment, indemnity, or contribution claims related to the Released Claim, including those arising from any and all compensation or medical payments due, or claimed to be due, under any applicable law, regulation, or contract related to the Released Claim.

6. It is further agreed and understood that if Claimant has filed a civil action(s) against any of the Releasees, Claimant shall dismiss such civil action(s) and obtain the entry of an Order of Dismissal with Prejudice with respect to any Released Claim no later than 10 days after the date hereof.

² A "Valid Lien" is a lien that is permitted by applicable law and with respect to which the lien holder has taken all steps necessary under the terms of the documents creating the lien and under applicable law to perfect the lien.

7. Claimant understands that the Released Claim is being resolved by the Liquidation Trust, and a liquidated value in the amount of \$ _____ has been established for such Claim. Claimant acknowledges that, pursuant to the TDP, after the liquidated value of the Claim is determined pursuant to the procedures set forth in the TDP, Claimant ultimately shall receive a pro rata share of that value based on the Trust Assets available for the payment of Claims. Claimant further acknowledges that Claimant may receive payment in one or more distributions, subject to determination by the Trustee, as provided in the TDP. In no circumstance shall Claimant receive more than the assigned liquidated value set forth in this paragraph on account of the Released Claim.

8. In the event of a verdict against others, any judgment entered on the verdict that takes into account the status of the Liquidation Trust as a joint tortfeasor legally responsible for the Injured Party's injuries shall be reduced by no more than the total and actual amount paid as consideration for this Release and Indemnity Agreement or such lesser amount as allowed by law.

9. Claimant understands, represents, and warrants that this Release and Indemnity Agreement is a compromise of a disputed claim and not an admission of liability by, or on the part of, the Releasees. Neither this Release and Indemnity Agreement, the compromise and settlement evidenced hereby, nor any evidence relating thereto, will ever be admissible as evidence against the Liquidation Trust in any suit, claim, or proceeding of any nature except to enforce this Release and Indemnity Agreement. However, this Release and Indemnity Agreement is and may be asserted by the Releasees as an absolute and final bar to any claim or proceeding now pending or hereafter brought by or on behalf of the Injured Party with respect to the Asbestos Claim released herein, except as expressly provided in this Release and Indemnity Agreement.

10. Claimant (a) represents that no judgment debtor has satisfied in full the Liquidation Trust's liability with respect to the Injured Party's Asbestos PI Claim as the result of a judgment entered in the tort system, and (b) upon information and belief, represents that Claimant has not entered into a release (other than this Release and Indemnity Agreement) that discharges or releases the Liquidation Trust's liability to Claimant with respect to the Injured Party's Asbestos PI Claim.

11. Claimant represents that he or she understands that this Release and Indemnity Agreement constitutes a final and complete release of the Releasees with respect to the Injured Party's Released Claim, except as expressly provided herein. Claimant has relied solely on his or her own knowledge and information, and the advice of his or her attorneys (if any), as to the nature, extent, and duration of the Injured Party's injuries, damages, and legal rights, as well as the alleged liability of the Liquidation Trust and the legal consequences of this Release and Indemnity Agreement, and not on any statement or representation made by or on behalf of the Liquidation Trust.

12. This Release and Indemnity Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter hereof between or among any of the parties hereto, including,

without limitation, any prior agreements or understandings with respect to the liquidation of the Claim.

13. This Release and Indemnity Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia, without giving effect to the principles of conflicts of law thereof, and shall be binding on the Injured Party and his or her heirs, legal representatives, successors and assigns.

14. TO THE EXTENT APPLICABLE, CLAIMANT HEREBY WAIVES ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND ANY SIMILAR LAWS OF ANY OTHER STATE. CALIFORNIA CIVIL CODE SECTION 1542 STATES:

1. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

CLAIMANT UNDERSTANDS AND ACKNOWLEDGES THAT BECAUSE OF CLAIMANT'S WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, EVEN IF THE INJURED PARTY SHOULD EVENTUALLY SUFFER ADDITIONAL DAMAGES, THE INJURED PARTY WILL NOT BE ABLE TO MAKE ANY CLAIM AGAINST THE RELEASEES FOR THOSE DAMAGES, EXCEPT AS EXPRESSLY PROVIDED HEREIN. CLAIMANT ACKNOWLEDGES THAT HE OR SHE INTENDS THESE CONSEQUENCES.

15. Claimant authorizes payment pursuant to Paragraph 7 to Claimant or Claimant's counsel, as agent for Claimant.

16. Claimant acknowledges that the Liquidation Trust's obligation to pay Claimant is not triggered until the Liquidation Trust receives the executed Release and Indemnity Agreement from Claimant.

17. Claimant hereby represents and certifies to the Liquidation Trust and Settling Asbestos Insurance Entities that, in respect of the Claim, Claimant has paid or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b) and/or 42 U.S.C. § 1396a(a)(25), or any related statutes, rules, regulations, or guidance, in connection with, or relating to, the Claim, including all Medicare and/or Medicaid Secondary Payer-related obligations.

18. For Medicare reporting purposes, select only **one** of the following two options:

CLAIMANT REPRESENTS AND WARRANTS THAT ALL ALLEGED EXPOSURE TO ALLEGED ASBESTOS-CONTAINING PRODUCTS OR CONDUCT FOR WHICH CLAIMANT IS ALLEGING THE DEBTOR HAS LEGAL RESPONSIBILITY OCCURRED PRIOR TO DECEMBER 5, 1980 AND MAKES NO CLAIM FOR EXPOSURE AFTER THIS DATE. CLAIMANT UNDERSTANDS THAT THE LIQUIDATION TRUST HAS RELIED ON THESE STATEMENTS TO

CONCLUDE THAT NO REPORTING OR REIMBURSEMENT OBLIGATIONS EXIST UNDER THE MEANING OF THE MEDICARE SECONDARY PAYOR ACT.

- ☐ EXPOSURE TO ALLEGED ASBESTOS-CONTAINING PRODUCTS OR CONDUCT FOR WHICH CLAIMANT IS ALLEGING THE DEBTOR HAS LEGAL RESPONSIBILITY OCCURRED AFTER DECEMBER 5, 1980.

CERTIFICATION

I state that I have carefully read the foregoing Release and Indemnity Agreement and know the contents thereof, and I sign the same as my own free act. I additionally certify, under penalty of perjury, that the information that has been provided to support the Claim is true according to my knowledge, information, and belief, and further that I have the authority as Claimant to sign this Release and Indemnity Agreement.

I am: _____ the Injured Party the Official Representative of the Injured Party, the Injured Party’s Estate, or the Injured Party’s Heirs.

EXECUTED this _____ day of _____, 20_____.

Signature of Claimant

Name of Claimant: _____

SSN: _____

Name of the Injured Party if different from Claimant: _____

SSN of the Inured Party if different from Claimant: _____

SCHEDULE 2.3

(Schedule of Prepetition Amounts to be Paid by Chubb Insurers)

Date of Billing	Century Indemnity	Century Defense	Century Total	Westchester Total (Indemnity Only)	Total
April 2024	\$232,977.22	\$87,747.56	\$320,724.78	\$121,157.78	\$441,882.56
May 2024	\$226,757.15	\$92,196.78	\$318,953.93	\$142,785.03	\$461,738.96
Total	\$459,734.37	\$179,944.34	\$639,678.71	\$263,942.81	\$903,621.52

EXHIBIT 2

Davis, Leslie A.

From: Long, Toby <hlong@hunton.com>
Sent: Tuesday, March 18, 2025 10:37 AM
To: Davis, Leslie A.
Cc: Santelle, Patricia; Brown, Tyler
Subject: HBI - Notice of Adjournment

CAUTION: This message came from outside the firm. DO NOT click links or open attachments unless you recognize this sender (look at the actual email address) and confirm the content is safe.

Leslie:

It was good to see you last week.

Hopeman will be filing this morning a notice of adjournment of the hearing on the Chubb settlement motion that currently is scheduled for a hearing on March 20. The notice will adjourn the hearing on the motion to the omnibus hearing date set for June 18. If the motion gets back on track for a hearing, we could always request a special setting if there are any conflicts with the omnibus hearing date.

Best,

Toby



Henry P. (Toby) Long, III
hlong@HuntonAK.com
p 804.787.8036
[bio](#) | [vCard](#)

Hunton Andrews Kurth LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, VA 23219

HuntonAK.com

EXHIBIT 3

Davis, Leslie A.

From: Santelle, Patricia <Santellep@whiteandwilliams.com>
Sent: Tuesday, March 25, 2025 9:30 AM
To: Long, Toby; Brown, Tyler
Cc: Rovira, Joseph; Rankin, Catherine; Davis, Leslie A.
Subject: RE: Hopeman - Proposed Schedule for Hearing on Motion to Approve Chubb Settlement [WWLLP-PHLDMS1.FID393692]
Attachments: Draft Updated Schedule for Hearing on Motion to Approve Chubb Settlement.docx
Importance: High

CAUTION: This message came from outside the firm. DO NOT click links or open attachments unless you recognize this sender (look at the actual email address) and confirm the content is safe.

First, I still have not received a response to my below emails relating to Hopeman's document production. If you require a formal discovery request, please advise though we were trying to avoid unnecessary work on both sides. In that regard, see below and attached, which incorporates our informal request into a more formal agreed-upon schedule.

Second, given the rescheduling of the hearing on the motion to approve the Chubb settlement, we should agree on a schedule for completing outstanding discovery and other prehearing activities leading up to the June 18 hearing date. Attached please find a proposed schedule working off the schedule which Hopeman and the Committee agreed to last Fall. Please note that, again, to streamline discovery/activities going forward, we propose that, within two weeks, the parties agree to provide us with whatever discovery was produced last Fall. We can then endeavor to avoid duplication/unnecessary burden.

Please let us know ASAP if you have any comments or suggestions on the attached before we circulate to the Committee. Thank you for your anticipated prompt response.

Patti



Patricia B. Santelle, Chair Emeritus

1650 Market Street | One Liberty Place, Suite 1800 | Philadelphia, PA 19103-7395

Direct 215.864.6205 | Fax 215.789.7505

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In Re: Hopeman Brothers, Inc.

Proposed Schedule Relating to Motion to Approve Chubb Settlement

Event	Prior Deadline Agreed Upon Between Hopeman and Committee	New Proposed Deadlines
All Prior Discovery Provided to Chubb Insurers	N/A	April 7, 2025
Deadline to Serve Written Discovery Requests related to the Settlement Motions	September 27, 2024	April 10, 2025 (only applicable to Chubb Insurers)
Deadline for Written Responses to Discovery Requests	October 11, 2024	April 24, 2025
Completion of Document Production	October 18, 2024	May 1, 2025
Deadline to Produce Expert Reports	November 5, 2024	N/A
Commencement of Expert Witness Depositions	November 6, 2024	May 8, 2025
Deadline for Production of any Rebuttal Expert Reports or to Supplement Existing Expert Reports	November 15, 2024	N/A
Deadline to Complete Fact Witness Depositions	November 18, 2024	May 15, 2025
Deadline to Complete Expert Witness Depositions	November 20, 2024	May 22, 2025
Settlement Motions Objection Deadline	November 22, 2024, at 4:00 p.m.	May 27, 2025

Deadline to Exchange Deposition Designation Lists	December 4, 2024, at 4:00 p.m.	June 4, 2025
Deadline to Exchange Final Witness and Exhibit Lists	December 4, 2024, at 4:00 p.m.	June 4, 2025
Deadline of Debtor to File Reply in Support of Settlements	December 5, 2024, at 4:00 p.m.	June 10, 2025 (Chubb Reply as well)
Deadline for Exchange of Counter-Designations and Objections to Designations	December 6, 2024, at 10:00 a.m.	June 11, 2025
Deadline for Objections to Final Witness and Exhibit Lists	December 6, 2024, at 12:00 p.m.	June 11, 2025
Deadline for Objections to Counter-Designations	December 6, 2024, at 4:00 p.m.	June 11, 2025
Hearing on Approval of Settlement Motions	December 10, 2024 at 10 a.m.	June 18, 2025 at 11 a.m.

EXHIBIT 4

Davis, Leslie A.

From: Long, Toby <hlong@hunton.com>
Sent: Tuesday, March 25, 2025 11:53 AM
To: Santelle, Patricia; Brown, Tyler
Cc: Rovira, Joseph; Rankin, Catherine; Davis, Leslie A.
Subject: RE: Hopeman - Proposed Schedule for Hearing on Motion to Approve Chubb Settlement [WWLLP-PHLDMS1.FID393692]
Attachments: HBI - LMIC Protective Order.pdf; HBI - Motion for Insurance Related Agreements Protective Order.pdf; HBI - Order Approving Motion for Insurance Related Agreements Protective Order.pdf

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Good morning, Patti. Apologies for the delayed response. Namely, we were trying to determine how burdensome it would be to produce everything that has been produced to the Committee in this chapter 11 case. At this point, we can confirm that the Debtor is able to proceed with such a production; provided that the Chubb insurers first complete, sign, and return via email the “Acknowledgment and Agreement to Be Bound” annexed to both of the protective orders that apply to certain insurance related and coverage-in-place agreements included in the production.

Attached are the relevant protective orders, including the LMIC protective order (docket no. 206) and the general order applicable to insurance related and other confidential agreements (docket no. 260). Note that general order approved the form of protective order annexed as Exhibit B to the motion also attached (docket no. 225). The Acknowledgments and Agreements to Be Bound are annexed to the protected orders and both need to be fully completed and signed. The relevant insurance related and coverage-in-place agreements are identified on Exhibit A to the general order.

As to the proposed scheduling for the Chubb insurers settlement motion, the Debtor submits that is not necessary at this time or a good use of anyone’s time and resources. As we indicated in our email to Leslie last week, the Chubb settlement motion was adjourned to June 18 for docketing purposes only. Unless the agreement memorialized in the 524(g) settlement is terminated, or Chubb and the Committee reach agreement on an acceptable settlement, the Debtor does not intend to go forward with the Chubb settlement motion.

If the 524(g) settlement is terminated or Chubb and the Committee reach agreement on an acceptable settlement, this is to confirm that we will revert to confirm both an appropriate hearing date for the Chubb settlement motion and an agreed schedule for completing outstanding discovery and other prehearing activities.

Best,

Toby



Henry P. (Toby) Long, III
hlong@HuntonAK.com
p 804.787.8036
[bio](#) | [vCard](#)

EXHIBIT 5

Davis, Leslie A.

From: Santelle, Patricia <Santellep@whiteandwilliams.com>
Sent: Tuesday, April 1, 2025 11:10 AM
To: Long, Toby; Brown, Tyler
Cc: Rovira, Joseph; Rankin, Catherine; Davis, Leslie A.; Briganti, Paul
Subject: RE: Hopeman - Proposed Transfer of Debtor's Books and Records [WWLLP-
PHLDMS1.FID393692]

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I am writing regarding the March 7, 2025 Settlement Term Sheet for Section 524(g) Plan of Hopeman Brothers, Inc. and specifically the provisions therein that, should the Effective Date for such a plan occur:

- “the Debtor shall transfer all its assets, both tangible and intangible, to the Trust;” such that “[a]fter the Effective Date [] the Trust will own everything, including the Reorganized Debtor;”
- “the Debtor will [] transfer the Debtor’s books and records to the Trust. . . including the books and records presently stored in the Debtor’s ware house in Waynesboro, Virginia, and in or in storage near the offices of the Debtor’s pre-petition claims administrator, Special Claim Services, Inc.,” and
- “Tort claimants file complaints in the tort system, suing the Reorganized Debtor in name only. Complaint delivered to Non-Settling Insurers for defense/resolution and payment;”

The foregoing term sheet provisions exemplify that the agreement between Hopeman and the Committee raise serious concerns regarding Hopeman’s duty to cooperate with the Chubb Insurers. More significantly, those provisions reflect the likelihood of an irreparable, irreversable subject matter waiver of Hopeman’s defenses and defense strategies as a result of providing attorney-client privileged and/or work product-protected materials to the Committee, the Committee members and their counsel, and/or other asbestos claimants or their counsel whose interests in obtaining recoveries are directly adverse to those of Hopeman and its insurers.

Please immediately confirm that Hopeman has not and will not waive its privileges or work product protections by providing defense-related materials to the Committee or any other asbestos claimant or their counsel, now or as part of any plan Hopeman may propose (including by transferring them to the Trust that will be overseen by the Trust Advisory Committee, consisting of current Committee members). Please further confirm that Hopeman will (i) preserve all such defense-related materials, including those maintained by Hopeman, Special Claim Services, Inc., the Courington firm or other law firms responsible for defending Hopeman against asbestos claims over time, and (ii) avoid taking any action (or avoid any inaction) that may be construed as waiving Hopeman’s attorney client privilege and/or work product protections vis-à-vis defending against liability for asbestos claims.

Thank you for your prompt response.

Patti



Patricia B. Santelle, Chair Emeritus

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