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Counsel for Debtor and Debtor in Possession

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

:
: **Chapter 11**
:
: **Case No. 24-32428 (KLP)**
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:
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NOTICE OF MOTION AND NOTICE OF HEARING

PLEASE TAKE NOTICE that on May 14, 2025, Hopeman Brothers, Inc. (the “Debtor”) filed the following motion (the “Motion”) with the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the “Court”):

- (i) *Debtor’s Motion to Quash Third-Party Subpoena Duces Tecum Served on Special Claims Services, Inc.*

PLEASE TAKE FURTHER NOTICE that a copy of the Motion may be obtained at no charge at <https://www.veritaglobal.net/hopeman> or for a fee at <https://ecf.vaeb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE that your rights may be affected. You should read the Motion carefully and discuss them with your attorney, if you have one in the chapter 11 case. If you do not have an attorney, you may wish to consult one.

PLEASE TAKE FURTHER NOTICE that pursuant to Rule 1075-1 of the Local Bankruptcy Rules (the “Local Bankruptcy Rules”), the Court has adopted the “Procedures for Complex Chapter 11 Cases in the Eastern District of Virginia” (the “Case Management Procedures”), which prescribe the manner in which objections must be filed and served and when hearings will be conducted. A copy of the Case Management Procedures is available by visiting <https://www.vaeb.uscourts.gov/vaeb-local-rules>.



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PLEASE TAKE FURTHER NOTICE that if you do not want the Court to grant the relief requested in the Motion, or if you want the Court to consider your views on the Motion, then, by **June 11, 2025** (the “Response Deadline”), you or your attorney must:

- ☒ File with the Court, either electronically or at the address shown below, a written response to the Motion pursuant to Rule 9013-1(H) of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia and the Case Management Procedures. If you mail your written response to the Court for filing, you must mail it early enough so the Court will **receive** it on or before the Response Deadline.

If a response is not properly and timely filed and served, the Court may deem any opposition waived, treat the Motion as conceded and enter appropriate order granting the requested relief without further notice or hearing.

Clerk of the Court
United States Bankruptcy Court
701 East Broad Street, Suite 4000
Richmond, Virginia 23219

In accordance with the Case Management Procedures, you must also serve a copy of your written response on the Debtor so that the response is received on or before the Response Deadline.

- ☒ Attend the hearing before the Honorable Keith L. Phillips, United States Bankruptcy Judge, at **11:00 a.m. (prevailing Eastern Time) on June 18, 2025**, in Courtroom 5100 of the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division, 701 East Broad Street, 5th Floor, Richmond, Virginia 23219.

PLEASE TAKE FURTHER NOTICE that you should consult the Case Management Procedures before filing any written response to the Motion.

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Dated: May 14, 2025
Richmond, Virginia

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

Tyler P. Brown (VSB No. 28072)

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

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Counsel for Debtor and Debtor in Possession

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

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Chapter 11

Case No. 24-32428 (KLP)

**DEBTOR'S MOTION TO QUASH THIRD-PARTY
SUBPOENA DUCES TECUM SERVED ON SPECIAL CLAIMS SERVICES, INC.**

Hopeman Brothers, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor"), by its undersigned counsel, moves the Court (the "Motion"), pursuant to Rules 2004, 7026, and 9016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 26 and 45 of the Federal Rules of Civil Procedure (the "Civil Rules"), for entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), (i) quashing the subpoena served by Century Indemnity Company and Westchester Fire Insurance Company's (together, the "Chubb Insurers"), attached as Exhibit 1 (the "Subpoena") to the Proposed Order, commanding a third-party, Special Claims Services, Inc. ("SCS"), to produce documents by May 16, 2025, or (ii), in the alternative, for entry of a protective order forbidding

the discovery sought in the Subpoena. In support of this Motion, the Debtor respectfully represents as follows:

I. Jurisdiction

1. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

II. Relief Requested

2. By this Motion, the Debtor respectfully requests the entry of the Proposed Order (i) quashing the Subpoena, or (ii), in the alternative, entry of a protective order forbidding the discovery sought in the Subpoena.

III. Background

3. On June 30, 2024, the Debtor commenced this chapter 11 case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

4. As set forth more fully in the *Declaration of Christopher Lascell in Support of Chapter 11 Petition and First Day Pleadings of Hopeman Brothers, Inc.* [Docket No. 8], pre-petition, the Debtor was addressing thousands of personal injury claims asserted against it allegedly arising out of asbestos-containing products used in its legacy ship joining business (collectively, the “Asbestos-Related Claims”).

5. Asbestos-Related Claims generally were asserted against the Debtor by one of two means, either through litigation filed in the tort system or through an agreed out-of-court claims process under administrative agreements the Debtor entered into with various personal injury law firms (collectively, the “Administrative Agreements”). In either scenario, the Debtor’s third-party claim administrator, SCS, would compile information concerning the claims, pay

defense costs, pay claims that were settled in litigation, and pay the amounts settled through the Administrative Agreements. SCS would interface with insurers on these claims and defense costs and bill insurers for their portion of the indemnity and defense cost payments.

6. In its capacity as the Debtor's third-party claim administrator, SCS also has served as custodian of the Debtor's voluminous confidential documents relating to Asbestos-Related Claims asserted against the Debtors, including defense counsel summaries of claims and defenses, recommendations for settlement, and other privileged documents, many of which are stored together with non-privileged documents in the claim files such as copies of releases, settlement checks, expense records, and other documents relating to the claims process (the "Debtor's Documents").

7. On April 29, 2025, the Chubb Insurers filed their *Notice of Intent to Serve Subpoena Duces Tecum* (the "Subpoena Notice"), which notified parties in interest that the Chubb Insurers intended to serve a subpoena, in the form attached as Exhibit A to the Subpoena Notice, on SCS. Generally speaking, the Subpoena **broadly demands** production of **all** of the Debtor's Documents relating to **any claims** asserted against the Debtor from the **beginning of time to the present**, including, without limitation, any settlements paid and claims made against insurers of the Debtor, and seeks production of all "litigation files (including discovery), medical files, requests for settlement authority, analyses, evaluations, opinion letters, emails reports, settlement agreements and releases."

8. The Subpoena also requests **extensive information** about **each Asbestos-Related Claim ever** asserted against the Debtor, including "Documents sufficient to show demographic information of the claimants, including the identity of Asbestos-Containing Products giving rise to exposure, duration of exposure to Asbestos-Containing Products, including years of

exposure (if any), gender, age at first exposure, approximate date of first exposure, approximate date of last exposure, plaintiff's counsel, jurisdiction, date of complaint filing, complaint case number, claim status (e.g., settled, resulted in verdict, pending, dismissed, etc.), if resolved, settlement/verdict amount including dollars paid by Debtor, Wayne, their affiliates, and/or other codefendants, whether the claimant is deceased, and if so, date of death, age at date of claim, occupation(s) during period of exposure if relevant, state(s) of residence during period of exposure, place of injury, and nature of injury (e.g., medical diagnosis) allegedly arising from exposure, including information Concerning the first manifestation of the disease or diseases including date of diagnosis, and exposure history to Asbestos-Containing Products.” There is more, but this list alone already demonstrates the breadth of the request. The massive volume of potentially responsive documents likely are contained in over 125 bankers’ boxes in multiple locations in Ohio and Virginia.

9. On April 30, 2025, the Chubb Insurers filed their *Notice of Filing of Affidavit of Service* (the “Subpoena Affidavit”, and together with the Subpoena Notice, the “Subpoena Documents”) [Docket No. 697] in the chapter 11 case, attesting that an agent, on behalf of the Chubb Insurers, served the Subpoena on “Daylon Statler”, purportedly counsel to SCS, on April 30, 2025. SCS has informed the Debtor that Mr. Statler is not its registered agent, current counsel or entitled to accept service on behalf of SCS. Accordingly, the Chubb Insurers have failed to properly serve the Subpoena on SCS as of the date hereof.

10. Nevertheless, out of an abundance of caution, because the documents subpoenaed by the Chubb Insurers belong to the Debtor, not SCS, the Debtor is filing this Motion to protect both its documents and SCS from the onerous obligations that the Chubb Insurers seek

to improperly thrust on SCS by the Subpoena and with which SCS does not have the financial means to comply.

IV. Basis for Relief

11. The Court should quash the Subpoena for two reasons. First, the Subpoena is procedurally deficient and non-compliant with the mandatory requirements of Bankruptcy Rule 2004 because it seeks to compel production of the Debtor's Documents without an order of this Court. Second, the Subpoena imposes an "undue burden" by purporting to compel a third-party, SCS, to produce voluminous documents of the Debtor, many of which are privileged. Those documents are irrelevant to any pending matter on the docket and the costs of production are not "proportional to the needs of the case;" especially given the substantial burden, both time and cost, of the proposed discovery on SCS as weighed against the likely benefit to Chubb or on any pending contested matter or adversary proceeding.

A. The Subpoena Should be Quashed, or the Court Should Issue a Protective Order Forbidding the Discovery, Because the Subpoena Was Issued in Violation of Bankruptcy Rule 2004 and Is Not Relevant to Any Pending Adversary Proceeding or Contested Matter to Which the Chubb Insurers Are a Party

12. Bankruptcy Rule 2004 is the basic device in bankruptcy cases to discover information related to "the acts, conduct, or property or to the liabilities and financial condition of the debtor, or to any matter which may affect the administration of the debtor's estate" Fed. R. Bankr. P. 2004(c). Moreover, it provides a mechanism to compel the production of documents. Fed. R. Bankr. P. 2004(c). The production of documents under Bankruptcy Rule 2004 must be compelled as provided in Bankruptcy Rule 9016. Fed. R. Bankr. P. 2004(c). Bankruptcy Rule 9016 makes subpoena practice under Civil Rule 45 applicable to bankruptcy cases.

13. Compelling the production of documents under Bankruptcy Rule 2004 is initiated by a motion specifying the scope and nature of the examination. *See* Fed. R. Bankr. P.

2004(a); 9 Collier on Bankruptcy 2004.1[2]; *In re Subpoena Duces Tecum*, 461 B.R. 823, 830 (Bankr. C.D. Cal. 2011) (“[A]n examination under Rule 2004 is initiated by motion.”). Obtaining an order authorizing a party to issue a subpoena is a statutory prerequisite to issuing a subpoena under Bankruptcy Rules 2004 and 9016. *See In re Murray*, 620 B.R. 286, 287 (Bankr. E.D. Mich. 2020) (“In order for the subpoena at issue to be valid, [the issuing party] was required to obtain an order under Fed. R. Bankr. P. 2004 authorizing it to subpoena [the non-debtor subpoena recipient] for the documents.”); *In re Hickman*, 151 B.R. 125, 128 (Bankr. N.D. Oh. 1993) (explaining that “[a]lthough a subpoena issued by the clerk under seal is sufficient to compel the attendance of a witness under Rule 2004, it must be preceded by an order of court allowing the Rule 2004 examination to commence.”); *In re Patel*, 2017 WL 377943, at *2 (Bankr. N.D. Ga. Jan. 26, 2017) (“[U]nder a plain reading of Federal Rule 45 and [Bankruptcy] Rules 9002(1), 9016, and 2004, to obtain a subpoena for production of documents, a party in interest must either be a party to an adversary proceeding, contested petition, or contested matter, or, when there is no litigation pending, have obtained a Rule 2004 Order.”); *In re Rochester Drug Coop., Inc.*, 2020 WL 5525798, at *2 (Bankr. W.D.N.Y. Sept. 11, 2020) (holding that “because no adversary proceeding or contested matter was pending, [and] no order authorizing an examination . . . was granted by this court under Rule 2004,” subpoenas issued for the production of documents “were improper and invalid.”).

14. Here, the Chubb Insurers filed the Subpoena Documents in the above-captioned bankruptcy case and purportedly attempted to serve the Subpoena on SCS without ever filing a motion for authority to do so under Bankruptcy Rule 2004 (and thus without obtaining the requisite order).¹

¹ The Debtor reserves all rights to oppose any such request subsequently made, if any.

15. Additionally, the documents requested by the Subpoena do not relate to any contested matter on the docket to which the Chubb Insurers are a party. While there is a pending adversary proceeding which was commenced by the Chubb Insurers,² the Subpoena was issued in the above-captioned case, not the Adversary Proceeding, and the documents requested by the Subpoena have no bearing on the relief sought in the Adversary Proceeding.

16. Accordingly, the Court should quash the Subpoena, or issue a protective order forbidding the discovery, because the Chubb Insurers do not have authority under Bankruptcy Rule 2004 to serve the Subpoena, and the Subpoena is not relevant to any contested matter or adversary proceeding to which the Chubb Insurers are a party.

B. The Subpoena Should be Quashed, or the Court Should Issue a Protective Order Forbidding the Discovery, Because the Subpoena Imposes an Undue Burden

17. A party or attorney responsible for issuing a subpoena “must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena.” Fed. R. Civ. P. 45(d)(1); Fed. R. Civ. P. 26(c)(1). Moreover, a court is required to quash a subpoena that “subjects a person to undue burden.” Fed. R. Civ. P. 45(d)(3)(A)(iv). A court also may issue a protective order forbidding discovery to protect a party or person from undue burden under Fed. R. Civ. P. 26(c)(1)(A). A subpoena imposes an undue burden when it subjects the respondent to a burden that is unreasonable under the circumstances. *Thayer v. Chiczewski*, 257 F.R.D. 466, 469-70 (N.D. Ill. 2009); 9A Charles Alan Wright & Arthur Miller, Federal Practice and Procedure § 2463.1 (3d ed. 2009).

18. A subpoena that “seeks information irrelevant to a case” should be quashed. *See Cook v. Howard*, 484 F. App’x 805, 812 n.7 (4th Cir. 2021); *see also U.S. Home Corp. v.*

² On April 21, 2025, the Chubb Insurers initiated an adversary proceeding against the Debtor [Case No. 25-03015] (the “Adversary Proceeding”). The complaint seeks an award of damages, or in the alternative, specific performance, of a prepetition executory contract entered into by and between the Chubb Insurers and the Debtor.

Settlers Crossing, LLC, 2013 WL 5530282, at *9 (D. Md. Oct. 3, 2013) (holding that because responding to a request for irrelevant documents self-evidently constitutes an undue burden or expense good cause exists for the issuance of a protective order).

19. Courts are far more sensitive “to the costs imposed on third parties” by subpoenas than they are to the costs imposed on litigation parties. *See Watts v. S.E.C.*, 482 F.3d 501, 509 (D.C. Cir. 2007) (“The Rule 45 ‘undue burden’ standard requires district courts supervising discovery to be generally sensitive to the costs imposed on third parties.”); *see also*, *e.g.*, *Cusumano v. Microsoft Corp.*, 162 F.3d 708, 717 (1st Cir. 1998) (“Although discovery is by definition invasive, parties to a law suit must accept its travails as a natural concomitant of modern civil litigation. Non-parties have a different set of expectations. Accordingly, concern for the unwanted burden thrust upon non-parties is a factor entitled to special weight in evaluating the balance of competing needs.”); *Addamax Corp. v. Open Software Foundation, Inc.*, 148 F.R.D. 462, 468 (D. Mass. 1993) (“I have recognized that discovery permitted to be obtained from non-parties may be more limited in some circumstances than discovery permitted to be obtained from parties.”); *Collins & Aikman Corp. v. J.P. Stevens & Co.*, 51 F.R.D. 219, 221 (D.S.C. 1971) (“There appear to be quite strong considerations indicating that the discovery would be more limited to protect third parties from harassment, inconvenience, or disclosure of confidential documents.”).

20. In addition, Civil Rule 26(b)(1), made applicable by Bankruptcy Rules 7026 and 9014, limits discovery to that which is “**proportional** to the needs of the case” considering, *inter alia*, the importance of the issues at stake in the action, the parties’ relative access to relevant information, the parties’ resources, and the burden or expense of the proposed discovery weighed against its likely benefit. Fed. R. Civ. P. 26(b)(1) (emphasis added). Thus, “[w]hen evaluating

whether the burden of subpoena compliance is ‘undue,’ the court balances the burden imposed on the party subject to the subpoena by the discovery request, the relevance of the information sought to the claims or defenses at issue, the breadth of the discovery request, and the litigant’s need for the information.” *Call of the Wild Movie, LLC v. DOES 1-1*, 062, 770 F. Supp. 2d 332, 354 (D.D.C. 2011).

21. SCS is a custodian of the Debtor’s extensive documents relating to Asbestos-Related Claims. The unfettered discovery sought by the Subpoena essentially requests every document SCS holds on the Debtor’s behalf, without regard to confidentiality, privilege or the burden on a third-party. Further, because the Debtor’s Documents are not germane to any pending matter in this case, the discovery sought by the Subpoena cannot be “proportional to the needs of the case.”

22. Compliance with the Subpoena, especially in light of SCS’s third-party status, will require an enormous expenditure of time, money, and effort by SCS and thus constitutes an undue burden. The Subpoena imposes an undue burden on SCS because the Debtor’s Documents are completely irrelevant to any pending matter to which the Chubb Insurers are a party.

23. It appears from the list of the Debtor’s Documents requested that the Chubb Insurers are attempting to obtain copies of all files they may want to use to defend against claims that may be filed against Chubb after the Third Interim Stay Order (or any extension of it) expires. The Chubb Insurers are not presently party to any litigation filed by claimants asserting an Asbestos-Related Claim involving alleged actions of the Debtor or Wayne. The Chubb Insurers do not have a present need for the voluminous documents sought in the Subpoena. To the extent they may later have such a need, the Chubb Insurers should obtain the documents they need from

the Trust under the proposed §524(g) plan since the Debtor will be obligated to transfer the books and records of the Debtor relating to Asbestos-Related Claims to the Trust under the proposed plan.

24. Accordingly, the Court should quash the Subpoena, or in the alternative issue a protective order forbidding the discovery, because it imposes an undue burden.

WHEREFORE, the Debtors respectfully request that the Court (a) enter the Proposed Order granting the relief requested herein, and (b) grant such other and further relief as the Court may deem proper.

Dated: May 14, 2025
Richmond, Virginia

/s/ Henry P. (Toby) Long, III
Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
HUNTON ANDREWS KURTH LLP
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Counsel for the Debtor and Debtor in Possession

Exhibit A

Proposed Order

HUNTON ANDREWS KURTH LLP

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Counsel for Debtor and Debtor in Possession

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

:
: **Chapter 11**
:
: **Case No. 24-32428 (KLP)**
:
:
:
:

**ORDER GRANTING DEBTOR'S MOTION TO QUASH THIRD-PARTY
SUBPOENA DUCES TECUM SERVED ON SPECIAL CLAIMS SERVICES, INC.**

This matter coming before the Court upon the *Debtor's Motion to Quash Third-Party Subpoena Duces Tecum Served on Special Claims Services, Inc.* (the "Motion")¹ of the above-captioned debtor and debtor-in-possession (the "Debtor") for entry of an order, pursuant to Rules 2004, 7026, and 9016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 26 and 45 of the Federal Rules of Civil Procedure (the "Civil Rules"), (i) quashing the subpoena served by the Chubb Insurers commanding SCS to produce documents by May 16, 2025, or (ii), in the alternative, for entry of a protective order forbidding the discovery sought in the Subpoena; the Court finds that: (a) it has jurisdiction to consider the Motion and the relief requested

¹ Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Motion.

therein pursuant to 28 U.S.C. §§ 157 and 1334; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b); (c) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (d) proper and adequate notice of the Motion has been given and no other or further notice is necessary; and (e) upon the record herein, and after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein. Therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED**.
2. The Subpoena is **QUASHED**.
3. The Chubb Insurers are forbidden from seeking the discovery sought in the Subpoena from SCS.
4. Notwithstanding any Bankruptcy Rule or Local Bankruptcy Rule that might otherwise delay the effectiveness of this Order, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
5. The requirement under Local Rule 9013-1(G) to file a memorandum of law in connection with the Motion is hereby waived to the extent applicable.
6. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2025
Richmond, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

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

Tyler P. Brown (VSB No. 28072)

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

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crankin@HuntonAK.com

Counsel for the Debtor and Debtor in Possession

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

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

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

Henry P. (Toby) Long, III

Exhibit 1

Subpoena

UNITED STATES BANKRUPTCY COURT

Eastern

District of

Virginia

In re HOPEMAN BROTHERS, INC.,

Debtor

(Complete if issued in an adversary proceeding)

Case No. 24-32428(KLP)Chapter 11

Plaintiff

v.

Adv. Proc. No. _____

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)To: Special Claims Services, Inc. c/o Ralph J. Palmisano, Esq., Hobson Rasnick Fox & Kolligian, LLC

(Name of person to whom the subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See Exhibit A

PLACE <u>Weston Hurd LLP, 101 East Town Street, Suite 500, Columbus, OH 43215</u>	DATE AND TIME <u>May 16, 2025</u>
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☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 4/29/2025

CLERK OF COURT

OR

Signature of Clerk or Deputy ClerkAttorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Century Indemnity Company and Westchester Fire Insurance Company, who issues or requests this subpoena, are:

Dabney J. Carr | Troutman Pepper Locke LLP | 1001 Haxall Point, 15th Floor, Richmond, VA 23219 | dabney.carr@troutman.com |
(804) 697-1200

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE**(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)**

I received this subpoena for *(name of individual and title, if any)*: Special Claims Services, Inc., c/o
on *(date)* 04/30/2025 Ralph J. Palmisano, Esq., Hobson Rasnick Fox
& Kolligian, LLC.

☒ I served the subpoena by delivering a copy to the named person as follows: Served Attorney Daylon Statler

_____ on *(date)* 04/30/2025 ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

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

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

Date: 04/30/2025



Server's signature

Shelly A. Gabor, Process Server

Printed name and title

P.O. Box 93822, Cleveland, Ohio 44101

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

DEFINITIONS

As used herein, the following terms have the meanings set forth below.

A. “Asbestos-Containing Products” means materials containing asbestos in any form (including mined asbestos, crude asbestos, processed asbestos, and asbestos compounds).

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

C. “Concerning” means constituting, reflecting, representing, regarding, supporting, contradicting, referring to, relevant to, stating, describing, recording, noting, embodying, containing, mentioning, studying, analyzing, discussing, evaluating, recording, summarizing, digesting, referencing, commenting, describing, evidencing, reporting, listing, analyzing, studying, or otherwise discussing or mentioning in any way, in whole or in part.

D. “Databases” refers to collections of data in whatever form arranged for ease and speed of retrieval through the use of computerized or mechanical means.

E. “Document” or “Documents” means all written, printed, typed, recorded, photographed, computerized, and/or electronically transmitted or graphic matter of every type and description, however and by whomever prepared, produced, reproduced, disseminated or made, in any form, including, but not limited to, Communications, books, papers, letters, correspondence, electronic mail, memoranda, reports, diaries, records, minutes, notes, schedules, accounts,

contracts, agreements, invoices, progress reports, calendars, drafts, drawings, microfilm, abstracts, summaries, messages, statements, affidavits, instructions, bulletins, circulars, pamphlets, slides, photographs, charts, graphs, computer data compilations, statistics, writings, and magnetic, photographic, electronic, and/or sound recordings.

F. “Hopeman” and “Debtor” refer to Hopeman Brothers, Inc., the debtor in this matter, and any current or former parent, subsidiary, division, affiliate, or predecessor thereof (including, but not limited to, Wayne), as well as any current and former officers, directors, employees, agents, attorneys, accountants, and representatives of same.

G. “Persons” refers to all individuals and entities of every description, including, but not limited to, natural persons, corporations, limited liability companies, partnerships, associations, other companies, non-profit organizations, governmental agencies, and estates.

H. “Underlying Claim(s)” refers to all past and pending demands, complaints or assertions, whether oral or written, formal or informal, by any Person upon or against Hopeman for actual or potential monetary payment or the actual or potential undertaking or cessation of action related to actual or alleged bodily injury or property damage arising and/or allegedly arising from exposure to asbestos or other toxic substances.

I. “Wayne” means Wayne Manufacturing Corporation, the former subsidiary of the Debtor, and its parents, affiliates, divisions, subsidiaries, regional offices, predecessors, predecessors-in-interest, successors, assignees, employees, officers, directors, representatives, agents, servants, employees, contract personnel, consultants, salespersons, sales representatives, attorneys, members, experts, brokers, accountants, insurance agents, and attorneys.

J. “You” and “Your” refer to Special Claims Services, Inc. and its parents, affiliates, divisions, subsidiaries, regional offices, predecessors, predecessors-in-interest, successors,

assignees, employees, officers, directors, representatives, agents, servants, employees, contract personnel, consultants, salespersons, sales representatives, attorneys, members, experts, brokers, accountants, insurance agents, and attorneys.

INSTRUCTIONS

A. You are to furnish all Documents that are available to You as of the date of provision of same, including any Documents obtained by or in the possession of Your attorneys, representatives, or agents, and not merely the Documents within Your own knowledge or possession.

B. “And”, “or”, “any”, and “all” shall be construed conjunctively or disjunctively as necessary to make these requests inclusive rather than exclusive, and are not to be interpreted to exclude any information otherwise within the scope of any request.

C. If You withhold any Document because of a claim of privilege or protection, You shall identify, on a log, each Document or each group or category of Documents by Bates-number; the type of Document(s); the date or range of dates of such Documents; each Document’s subject matter; the nature of the information withheld or redacted; the author(s) and any recipient(s) of the Document; and the precise privilege or protection claimed with sufficient specificity to permit a full determination of whether the claim of privilege or immunity is valid.

D. Any request phrased in the singular shall also be read as though phrased in the plural and vice versa, to make the requests inclusive rather than exclusive.

E. Any request phrased in the present tense shall also be read as though phrased in the past tense and vice versa, to make the request inclusive rather than exclusive.

DOCUMENT REQUESTS

1. All Documents Concerning any and all Underlying Claims, including claim files, litigation files (including discovery), medical files, requests for settlement authority, analyses, evaluations, opinion letters, e-mails, reports, settlement agreements, and releases.

2. All Databases Concerning any and all Underlying Claims, in a searchable electronic format, together with any list of fields available in the Databases, and any data dictionary explaining the meaning of each field or code, how it was coded, and how the information in the Databases was obtained.

3. For each Underlying Claim, Documents sufficient to show demographic information of the claimants, including the identity of Asbestos-Containing Products giving rise to exposure, the nature of the exposure, duration of exposure to Asbestos-Containing Products, including years of exposure (if any), gender, age at first exposure, approximate date of first exposure, approximate date of last exposure, plaintiff's counsel, jurisdiction, date of complaint filing, complaint case number, claim status (e.g., settled, resulted in verdict, pending, dismissed, etc.), if resolved, settlement/verdict amount including dollars paid by Debtor, Wayne, their affiliates, and/or other codefendants, whether the claimant is deceased, and if so, date of death, age at date of claim, occupation(s) during period of exposure if relevant, state(s) of residence during period of exposure, place of injury, and nature of injury (e.g., medical diagnosis) allegedly arising from exposure, including information Concerning the first manifestation of the disease or diseases including date of diagnosis, and exposure history to Asbestos-Containing Products.

4. Documents sufficient to show the top twenty (20) places, locations, shipyards, or sites where the Debtor, Wayne, or their affiliates manufactured, sold, processed, installed, distributed, modified, repaired, or marketed Asbestos-Containing Products, including sales

records, invoices, sales statistics, customer lists, product catalogues, and product description sheets.