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

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IN RE:	*
	*
HOPEMAN BROTHERS, INC.,	*
	*
Debtor	*
	*

CHAPTER 11 CASE NO.: 24-32428 (KLP)

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#### **RULE 2019 DISCLOSURE STATEMENT OF LANDRY & SWARR CLIENTS**

Landry & Swarr, LLC represents the following persons in their asbestos bodily injury litigation currently pending in other courts, and all of whom it asserts are creditors of Hopeman Brothers, Inc., the Debtor in this Case No. 23-3248 (KLP) (the "**Case**") because of tortious asbestos exposures caused by Debtor. Given the current posture of this Case and the purpose of Rule 2019 of the Federal Rules of Bankruptcy Procedure, the necessity of such disclosures is not definitive; however, in an abundance of caution, Landry and Swarr, LLC files this Rule 2019 Statement<sup>1</sup>.

## 1. <u>Names and Addresses of Landry & Swarr Creditors<sup>2</sup></u>

The following individuals retained Landry & Swarr, LCC to represent them regarding their asbestos-related personal injuries:

- 1. Daniel Cantrelle, Jr.
- 2. Dana Cantrelle
- 3. Kelley Cantrelle Ziegler

<sup>&</sup>lt;sup>2</sup> In Record Document 409, Landry & Swarr errantly named Dana Daigle on behalf of David Daigle as a creditor. She is not a client of Landry & Swarr, LLC and therefore not represented by the latter as a creditor in this proceeding. Should the Court require further action by Landry & Swarr, LCC before removing her name from this proceeding, Landry & Swarr, LLC will of course comply with the Court's orders.



<sup>&</sup>lt;sup>1</sup> Tavenner & Beran, PLC joins in this 2019 Statement solely to the extent that it serves as Local Counsel in this Case.

- 4. Monica Koeppel
- 5. Paul Cantrelle
- 6. Shelley Cantrelle
- 7. Zachary Cantrelle
- 8. Nolan LeBoeuf, Jr.
- 9. David Guidry
- 10. Shirley Guidry
- 11. Sandra Robert
- 12. Alvin Clouatre, Jr.

These are the current complete list of Landry & Swarr Clients ("Landry & Swarr Clients" or "Clients"). Landry & Swarr, LLC provides its address and contact information in the signature block below.

## 2. Pertinent Facts and Circumstances

Debtor caused the personal injuries of the Landry & Swarr Clients by tortiously exposing them or their family member to asbestos fibers and dust at Avondale Shipyards in the Greater New Orleans Area of Louisiana. Debtor worked as a contractor there, installing asbestos-containing wall boards among other things. To date, neither a judge nor jury has determined the amount of Landry & Swarr Client' claims against Debtor. All Landry & Swarr Clients maintain civil actions in a federal or state district court in Louisiana, however.<sup>3</sup>

#### 3. <u>Reservation of Rights</u>

<sup>&</sup>lt;sup>3</sup> Should the Court require a copy of the Petition for Damages or Complaint, Landry & Swarr, LLC will supplement or amend this Rule 2019 Statement.

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Counsel reserves the right to supplement or amend this Rule 2019 Statement as necessary to ensure compliance with Rule 2019. Further, nothing contained in this Rule 2019 Statement is intended to, or should be construed (i) to waive any Clients' right to have any final order entered by, or other exercise of the judicial power of the United States performed by, an Article III court; (ii) to waive any Clients' right to have final orders in non-core matters entered only after de novo review by a United States District Judge; (iii) as consent to the jurisdiction of the Court over any matter; (iv) as an election of remedy by any of the Clients; (v) as a waiver of any of the Clients' rights to trial by jury in any proceeding so triable; (vi) as a waiver of any of the Clientts' right to have the reference withdrawn in any matter subject to mandatory or discretionary withdrawal; (viii) as a waiver of any privilege or protection against disclosure including without limitation the attorney client privilege or the attorney work product doctrine; or (ix) as a waiver of any other rights, claims, actions, defenses, setoffs, or recoupments to which the Clients or the Landry & Swarr may be entitled under agreements, in law, or in equity, all of which rights, claims, actions, defenses, setoffs, and recoupments are expressly reserved. Additionally, nothing herein should be construed as a limitation upon, or waiver of, any rights of any of the Clientts to assert, file, and/or amend any proof of claim in accordance with applicable law and any order entered in this Bankruptcy Case.

> <u>/s/ Lynn L. Tavenner</u> Lynn. L. Tavenner, Esq. (Va. 30083) Paula S. Beran, Esq. (Va. 34679) TAVENNER & BERAN, PLC 20 North Eighth Street, Second Floor Richmond, Virginia 23219 T: (804) 783-8300 Email: <u>ltavenner@tb-lawfirm.com</u> Email: <u>pberan@tb-lawfirm.com</u> Local counsel for the Landry & Swarr Clients

AND

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Lead Counsel for Landry & Swarr Clients

## **CERTIFICATION OF SERVICE**

I hereby certify that on June 20, 2025, the foregoing Statement was filed electronically using the Court's CMECF system, which thereby sent notice to all parties who have registered to receive such notice in the above-captioned case.

/s/ Lynn L. Tavenner