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and St. Paul Fire and Marine Insurance Company*

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

**In re:**

**HOPEMAN BROTHERS, INC.,  
  
Debtor.**

**Chapter 11**

**Case No. 24-32428 (KLP)**

**TRAVELERS' MOTION FOR REDACTION OF  
AUGUST 25 AND 26, 2025 HEARING TRANSCRIPTS**

1. Pursuant to 11 U.S.C. §§105(a) and 107(b)(1), Fed. R. Bankr. P. 9018, the Protective Order in this case (as defined below), and the *Guide to Judiciary Policy* Section 330.10.10(f), The Travelers Indemnity Company, Travelers Casualty and Surety Company, formerly known as The Aetna Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company (collectively, "Travelers") hereby file this motion (the "Motion") and move this Court for an order requiring redaction to certain portions of the August 25, 2025 and



August 26, 2025 hearing transcripts before the transcripts are made publicly available by remote electronic access or otherwise, as detailed below.<sup>1</sup>

2. On September 30, 2024, this Court entered the Order (I) Deeming Debtor's Insurance Related Agreements and Other Confidential Documents as Governed by Protective Order; and (II) Granting Related Relief (Dkt. No. 260), which, *inter alia*, approved and entered as an order of the Court the Confidentiality Agreement and Protective Order (Dkt. No. 225, at Ex. B) (the "Protective Order"). The Protective Order "applies to the disclosure, handling, and use of Protected Material in the Chapter 11 Case and related proceedings ...." Dkt. No. 225, Ex. B at 13. Under the Protective Order, "Protected Material" may not be filed in the public record. *Id.* at 16.

3. Protected Material is defined to include "(i) the confidential agreements (collectively, the "Confidential Agreements") executed prepetition between Hopeman Brothers, Inc. (the 'Debtor') and the Debtor's applicable insurers (collectively, the 'Insurers'), a schedule<sup>[ ]</sup> of which is attached to this Order as **Exhibit A** ... and (iii) any documents and/or correspondence related to [(i).]" *Id.* at 12-13. Exhibit A to the Protective Order identifies as a Confidential Agreement the 2005 "Agreement Among Hopeman Brothers, Inc., The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance" (the "2005 Agreement"). Dkt. No. 225 at 25. Further, the protections conferred by the Protective Order "cover not only Protected Material, but also ...any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material." *Id.* at 13; *see also id.* at 15 ("Extracts, summaries, compilations, and descriptions of Protected Materials ... shall be treated as

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<sup>1</sup> Travelers respectfully requests that the Court regard the facts, arguments, and citations set forth herein as a written memorandum of facts, reasons, and authorities that has been combined with the Motion herein, as permitted by Local Bankruptcy Rule 9013-1(G)(2).

Protected Material...”). Thus, the 2005 Agreement, and any testimony or argument about its contents, are “Protected Material” under the Protective Order.

4. The Court’s issuance of the Protective Order is consistent with well-settled law, which protects a party’s sensitive commercial information such as settlement agreements. *See, e.g., BioNTech SE v. CureVac, SE*, 2024 U.S. Dist. LEXIS 134789, at \*14 (E.D.Va. July 30, 2024).

5. On August 25 and 26, 2025, this Court held hearings regarding confirmation of the proposed Chapter 11 plan of reorganization in this case. *See* Dkt. Nos. 1174, 1175. During those hearings, there was witness testimony and legal argument about the terms of the 2005 Agreement. That testimony and argument, as reflected in the transcripts from the August 25 and 26, 2025 hearings (the “Hearing Transcripts”) at the pages and lines identified below, are designated by Travelers as “Confidential” pursuant to the Protective Order, and constitute Protected Material subject to protection from disclosure under the Protective Order. *See* Dkt. No. 225, Ex. B at 13, 15, 16.<sup>2</sup>

6. Accordingly, Travelers respectfully requests that this Court enter an Order requiring the following information be redacted from the transcripts of the hearings held on August 25, 2025 and August 26, 2025 (“Requested Redactions”) before the transcripts are made publicly available by remote electronic access or otherwise. *See* Dkt. Nos. 1174, 1175.

<b>Transcript</b>	<b>Page:Line</b>	<b>Manner of Redaction</b>	<b>Reason for Redaction</b>
Aug. 25, 2025	141:18 – 142:9	Lines redacted as shown in Ex. A	Confidential pursuant to Dkt. Nos. 225, 260
Aug. 25, 2025	166:13 – 167:3	Lines redacted as shown in Ex. A	Confidential pursuant to Dkt. Nos. 225, 260
Aug. 26, 2025	127:2-4; 127:10-18	Lines redacted as shown in Ex. B	Confidential pursuant to Dkt. Nos. 225, 260

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<sup>2</sup> On September 2, 2025, Travelers filed its Notice of Intent to Request Redactions regarding the Hearing Transcripts. Dkt. No. 1183.

Aug. 26, 2025	176:21-22	Lines redacted as shown in Ex. B	Confidential pursuant to Dkt. Nos. 225, 260
Aug. 26, 2025	189:9-15	Lines redacted as shown in Ex. B	Confidential pursuant to Dkt. Nos. 225, 260

7. The Requested Redactions are narrowly tailored, and seek only to redact information that constitutes Protected Material under the Protective Order.

8. Attached as Exhibit A are excerpts of the August 25, 2025 transcript reflecting Travelers' requested redactions. Attached as Exhibit B are excerpts of the August 26, 2025 transcript reflecting Travelers' requested redactions. Attached as Exhibit C is a proposed order granting this motion.

#### **NOTICE**

9. Notice of this Motion will be given pursuant to Local Rule 1075-1 and the procedures set forth in Article II of the "Procedures for Complex Cases in the Eastern District of Virginia." Travelers submits that, in light of the nature of the relief requested, no other further notice need be given.

WHEREFORE, Travelers requests that this Court enter the Proposed Order requiring the Requested Redactions be applied to the Hearing Transcripts before the Hearing Transcripts are made publicly available by remote electronic access or otherwise, and granting such other and further relief as the Court deems appropriate.

Dated: September 17, 2025

Respectfully submitted,

/s/ Joshua R. Taylor

Joshua R. Taylor (VSB No. 45919)

Catherine D. Cockerham (admitted *pro hac vice*)

Jefferson Klocke (admitted *pro hac vice*)

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known as The Aetna Casualty and Surety Company,  
and St. Paul Fire and Marine Insurance Company*

**CERTIFICATE OF SERVICE**

I hereby certify that on September 17, 2025, a true copy of the foregoing was filed with the Clerk of the Court using the CM/ECF system, which will send a notification of electronic filing (NEF) to all creditors and parties in interest. In addition, I hereby certify that I have served a copy of this Motion on the Court reporting/transcribing service by sending a copy via email to:

eScribers

Attn: Jason Gottlieb

Email: jgottlieb@escribers.net

/s/ Jefferson Klocke

# **Exhibit A**

IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA (RICHMOND)

In Re: ) Case No. 24-32428-KLP  
HOPEMAN BROTHERS, INC., ) Richmond, Virginia  
Debtor. ) August 25, 2025  
----- ) 10:05 a.m.  
 )

TRANSCRIPT OF HEARING ON  
"MOTION TO TEMPORARILY ALLOW CLAIM" - MOTION OF LIBERTY MUTUAL  
INSURANCE COMPANY FOR ENTRY OF AN ORDER TEMPORARILY ALLOWING  
CLAIM NO. 19 PURSUANT TO BANKRUPTCY RULE 3018(A)  
[DOCKET NO. 851];  
"CHAPTER 11 PLAN" - MODIFIED AMENDED PLAN OF REORGANIZATION OF  
HOPEMAN BROTHERS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE  
[DOCKET NO. 1141].

BEFORE THE HONORABLE KEITH L. PHILLIPS  
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtor:

TYLER P. BROWN, ESQ.  
HENRY P. LONG, III, ESQ.  
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JOSEPH ROVIRA, ESQ.  
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For Hartford Insurers:

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ZOOM)  
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1875 K Street NW, Suite 800  
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For Chubb Insurers:

LESLIE DAVIS, ESQ.  
MICHAEL T. CAROLAN, ESQ.  
TROUTMAN PEPPER LOCKE LLP  
401 9th Street, Northwest  
Suite 1000  
Washington, DC 20004





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For Liberty Mutual Insurance  
Company:

KEVIN J. FINNERTY, ESQ.  
CHOATE, HALL & STEWART LLP  
Two International Place  
Boston, MA 02110

For Travelers Insurers:

JOSHUA R. TAYLOR, ESQ.  
CATHERINE D. COCKERHAM, ESQ.  
STEPTOE LLP  
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Northwest  
Washington, DC 20036

For Official Committee of  
Unsecured Creditors:

JEFFREY A. LIESEMER, ESQ.  
CAPLIN & DRYSDALE  
1200 New Hampshire Avenue  
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Washington, DC 20036

Also present:

CHRISTOPHER LASCELL  
President of Hopeman

RON VAN EPPS  
Stout Risius Ross, LLC

CONOR P. TULLY  
FTI Consulting, Inc.

Transcription Services:

eScribers, LLC  
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PROCEEDINGS RECORDED BY ELECTRONIC SOUND RECORDING.

TRANSCRIPT PRODUCED BY TRANSCRIPTION SERVICE.



Ronald Van Epps - Direct

1 A. I am.

2 Q. All right. Except with respect to any insurance-related  
3 contracts that are being rejected under the plan, except with  
4 respect to those, does the debtor intend that the plan be  
5 insurance neutral?

6 A. I -- yes, the debtor intends that.

7 Q. And is there a provision in the plan that addresses that?

8 A. There is.

9 Q. Okay. Are you aware of whether Hopeman ever entered into a  
10 settlement agreement with Travelers?

11 A. I am.

12 Q. When? When did it enter into it?

13 A. You'd have to put it in front of me, but I think 2005.

14 Q. I will not put it in front of you because you got it  
15 correct. It's 2005. Okay. If you need to see it, though,  
16 I'll be glad to show it to you.

17 What was the nature of that agreement?

18 A. [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]



Ronald Van Epps - Direct

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10 MR. TAYLOR: Objection, Your Honor. The document  
11 speaks for itself. That's the best evidence.

12 MR. BROWN: That's fine, Judge. I'll move on.

13 Q. My question then next is, are you aware that the Travelers  
14 agreement, to the extent it is executory, is being rejected in  
15 the plan?

16 A. I am.

17 Q. Do you support the rejection -- the reason for the  
18 rejection of that?

19 A. I do.

20 Q. What is the reason for the rejection?

21 A. I don't think there was any value to the -- to the debtor  
22 as a result of this. Those -- those policies aren't being  
23 implicated right now, and the indemnity obligation, it's not  
24 necessary to accept it, is my understanding -- is my belief.

25 Q. Okay. If you wouldn't mind, let's go through the excess.



Ronald Van Epps - Cross

1 MR. TAYLOR: Your Honor, my colleague has some  
2 questions for Travelers.

3 THE COURT: All right. Very good.

4 MS. COCKERHAM: Good afternoon. Catherine Cockerham  
5 for Travelers.

6 THE COURT: Ms. Cockerham, you may proceed.

7 CROSS-EXAMINATION

8 BY MS. COCKERHAM:

9 Q. Just a few questions, Mr. Van Epps.

10 A. Sure.

11 Q. You spoke about the Travelers 2005 agreement?

12 A. Yes.

13 Q. [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]



Ronald Van Epps - Redirect

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4 Q. Okay. And other Travelers policies are subject to the 2005  
5 Travelers agreement, correct?

6 A. Correct.

7 Q. And those Travelers excess policies sit above other excess  
8 policies with remaining limits, that have not been called upon  
9 by Hopeman to respond to asbestos claims, such that those  
10 Travelers policies are not currently on the risk; is that  
11 correct?

12 A. That is correct.

13 Q. And to reach those policies, underlying exhaustion --  
14 exhaustion of the underlying policies would have to occur,  
15 correct?

16 A. Yes.

17 MS. COCKERHAM: I have no further questions. Thank  
18 you.

19 THE COURT: Anyone else wish to cross-examine?  
20 Any redirect?

21 MR. BROWN: Yes, sir. Just a few.

22 REDIRECT EXAMINATION

23 BY MR. BROWN:

24 Q. Mr. Van Epps, would you agree that the longer that asbestos  
25 claims can come in, the more opportunity there will be to



C E R T I F I C A T I O N

I, Joseph Burstein, the court-approved transcriber, do hereby certify the foregoing is a true and correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter.



August 27, 2025

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JOSEPH BURSTEIN, CDLT-189

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DATE

TTA-Certified Digital Legal Transcriber



## **Exhibit B**

IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA (RICHMOND)

In Re: ) Case No. 24-32428-KLP  
HOPEMAN BROTHERS, INC., ) Richmond, Virginia  
Debtor. ) August 26, 2025  
----- ) 10:03 a.m.

TRANSCRIPT OF HEARING ON

1. "MOTION TO TEMPORARILY ALLOW CLAIM" - MOTION OF LIBERTY  
MUTUAL INSURANCE COMPANY FOR ENTRY OF AN ORDER TEMPORARILY  
ALLOWING CLAIM NO. 19 PURSUANT TO BANKRUPTCY RULE 3018(A)  
[DOCKET NO. 851].
2. "CHAPTER 11 PLAN" - MODIFIED AMENDED PLAN OF REORGANIZATION  
OF HOPEMAN BROTHERS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY  
CODE [DOCKET NO. 1141].

BEFORE THE HONORABLE KEITH L. PHILLIPS  
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtor:

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For Chubb Insurers:

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For Liberty Mutual Insurance  
Company:

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For Travelers Insurers:

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CATHERINE D. COCKERHAM, ESQ.  
STEPTOE LLP  
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For Official Committee of  
Unsecured Creditors:

JEFFREY A. LIESEMER, ESQ.  
CAPLIN & DRYSDALE  
1200 New Hampshire Avenue  
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Washington, DC 20036

Also present:

Christopher Lascell,  
President of Hopeman

Ron Van Epps,  
Stout Risius Ross, LLC

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5 TRANSCRIPT PRODUCED BY TRANSCRIPTION SERVICE.

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**Colloquy**

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1 we're going to largely adopt today, which is that as Your Honor

2 [REDACTED]

3 [REDACTED]

4 [REDACTED] That position is

5 backed up by Mr. Lascell's testimony in his deposition that the

6 two policies were exhausted and released, and the debtor had no

7 remaining rights under those policies. And that's in our

8 deposition designations at Exhibit W, 179, 12 to 180, 22.

9 Additionally, Hopeman's interrogatory response number 17 states

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 Since the debtors don't have any interest in those

20 policies, as explained more fully by Liberty -- and we adopt

21 their argument fully -- there's no basis for those policies or

22 claims to be transferred to the reorganized Hopeman or the

23 trust. They simply have no rights.

24 With respect to the remaining policies and the

25 Wellington agreement, Travelers joins the arguments and

Colloquy

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1 advisement yesterday, because Liberty contends that because  
2 those rights -- Hopeman's rights were released, the claimants  
3 who were not parties to that settlement agreement are somehow  
4 cut off from the Liberty coverage. And we believe that's not  
5 the case for several reasons we gave you last week. And we  
6 don't want any particular finding that you may be asked to do  
7 to put the thumb on the scale and influence what is already  
8 before Your Honor, and what we briefed extensively before Your  
9 Honor. And so we agree that Liberty -- that Hopeman released  
10 its rights under the Liberty policy, but the claimants who were  
11 exposed and have triggered -- by that exposure during the time  
12 of the Liberty policies triggered those policies, they have  
13 rights and interests in those policies, and there was nothing  
14 in that settlement agreement that cut them off. And I think in  
15 this debate, it's important to keep that distinction in mind.

16 With respect to the designated insurance agreements,  
17 this is a defined term that includes the Travelers' 2005  
18 settlement agreement. And we decided -- the plan proponents  
19 decided to treat that differently because as Your Honor heard  
20 yesterday -- I believe it was from Mr. Van Epps -- that

21 [REDACTED]  
22 [REDACTED]

23 And because of that provision, we didn't  
24 think that either the estate or the asbestos trust should be  
25 burdened with that kind of agreement, and that's why we  
separated it out and called it a designated insurance agreement

**Colloquy**

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1 confirmable because it's not neutral to us.

2 Now, let's talk about the designated insurance  
3 agreement. It is a new definition. There's been a reference,  
4 I believe Mr. Liesemer said, that they don't want to assume  
5 that agreement. We're not asking for assumption. We're asking  
6 for neutrality with respect to it.

7 And the agreement that -- between all the parties is  
8 this is not an executory agreement. That was put on the record  
9 first thing yesterday. There's no dispute over that. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] But in any

16 event, it's not executory, so it doesn't matter.

17 What we want, Your Honor, and what we're entitled to  
18 is neutrality. And the plan as proposed at the moment does not  
19 address that because they've moved our agreement. I'm not  
20 sure -- "move" may be the wrong word, because I'm not sure it  
21 ever was an asbestos CIP agreement. That was a problem. But  
22 there's a new definition, and that needs to be resolved.  
23 Again, we're not asking for assumption, just neutrality. Thank  
24 you.

25 THE COURT: All right. Thank you.

**Colloquy**

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C E R T I F I C A T I O N

I, JoAnna Sargent, the court-approved transcriber, do  
hereby certify the foregoing is a true and correct transcript  
from the official electronic sound recording of the proceedings  
in the above-entitled matter.

*JoAnna Sargent*

August 27, 2025

JOANNA SARGENT

DATE

**Exhibit C**

**Proposed Order**

**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 TRAVELERS' MOTION FOR REDACTION  
OF AUGUST 25 AND 26, 2025 HEARING TRANSCRIPTS**

Upon the motion (the "Motion") of The Travelers Indemnity Company, Travelers Casualty and Surety Company, formerly known as The Aetna Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company (collectively, "Travelers") under 11 U.S.C. §§ 105(a) and 107(b)(1), Fed. R. Bankr. P. 9018, the Protective Order [Dkt. Nos. 225, 260], and Section 330.10.10(f) of the *Guide to Judiciary Policy*, for an entry of an order requiring redaction to certain portions of the August 25, 2025 and August 26, 2025 hearing transcripts before the transcripts are made publicly available by remote electronic access or otherwise, 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 the venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the parties in interest; and the Court having found that Travelers' notice of the Motion was appropriate under the circumstances, and no other notice need be provided; and the Court having reviewed and considered the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;



IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED, as set forth in this Order.
2. The court reporter shall (i) apply the redactions set forth in Exhibit A to the Motion to the publicly docketed transcript of the August 25, 2025 hearing, and (ii) apply the redactions set forth in Exhibit B to the Motion to the publicly docketed transcript of the August 26, 2025 hearing, which redactions are also detailed below:

<b>Transcript</b>	<b>Page:Line</b>	<b>Manner of Redaction</b>
Aug. 25, 2025	141:18 – 142:9	Lines redacted as shown in Ex. A to the Motion
Aug. 25, 2025	166:13 – 167:3	Lines redacted as shown in Ex. A to the Motion
Aug. 26, 2025	127:2-4; 127:10-18	Lines redacted as shown in Ex. B to the Motion
Aug. 26, 2025	176:21-22	Lines redacted as shown in Ex. B to the Motion
Aug. 26, 2025	189:9-15	Lines redacted as shown in Ex. B to the Motion

3. The unredacted versions of the transcripts from the August 25, 2025 and August 26, 2025 hearings shall not be publicly accessible by remote electronic access or otherwise.
4. 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 shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: \_\_\_\_\_, 2025

Richmond, Virginia

---

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/ Joshua R. Taylor

**STEPTOE LLP**

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Travelers Casualty and Surety Company, formerly  
known as The Aetna Casualty and Surety Company,  
and St. Paul Fire and Marine Insurance Company*

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

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

/s/ Joshua R. Taylor