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

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**In re:** :  
 : **Chapter 11**  
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**HOPEMAN BROTHERS, INC.,** : **Case No. 24-32428 (KLP)**  
 :  
 :  
 **Debtor.** :  
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**JOINT MOTION OF THE DEBTOR AND OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS FOR ENTRY OF AN ORDER (I) SCHEDULING A  
COMBINED HEARING TO APPROVE THE DISCLOSURE STATEMENT AND  
CONFIRM THE PLAN; (II) CONDITIONALLY APPROVING THE DISCLOSURE  
STATEMENT (III) ESTABLISHING OBJECTION DEADLINES; (IV) APPROVING**



**THE FORM AND MANNER OF NOTICE; (V) APPROVING THE SOLICITATION AND TABULATION PROCEDURES; AND (VI) GRANTING RELATED RELIEF**

Hopeman Brothers, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (“Hopeman” or the “Debtor”), and the Official Committee of Unsecured Creditors (the “Committee”; together with Hopeman, the “Movants”) respectfully represent as follows in support of this joint motion (the “Motion”):

**RELIEF REQUESTED**

1. The Movants hereby seek entry of an order, substantially in the form annexed to this Motion as **Exhibit A** (the “Solicitation Procedures Order”):

- (a) Scheduling a combined hearing (the “Combined Hearing”) on the adequacy of the *Disclosure Statement with Respect to the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) [Docket No. 690] and the confirmation of the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 689] (the “Plan”);<sup>1</sup>
- (b) Approving, on a conditional basis, the Disclosure Statement for solicitation purposes;
- (c) Establishing June 13, 2025, at 4:00 p.m. (prevailing Eastern Time) as the deadline for filing objections to the adequacy of the information contained in the Disclosure Statement and to the confirmation of the Plan (the “Objection Deadline”);<sup>2</sup>
- (d) approving the solicitation procedures regarding votes to accept the Plan (the “Solicitation Procedures”), including the form of ballots annexed to Solicitation Procedures Order as **Exhibit 1**;
- (e) approving the form and manner of notice of the Combined Hearing (the “Combined Hearing Notice”), in the form annexed to the Solicitation Procedures Order as **Exhibit 4**;

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings given to them in the Plan unless otherwise specified.

<sup>2</sup> Although Bankruptcy Rule 2002(b) requires a twenty-eight-day notice for filing objections to the approval of the Disclosure Statement and confirmation of the Plan, as described below, under the circumstances of these cases, no parties in interest are prejudiced by the proposed shortening of this notice period.

(f) scheduling the following deadlines with respect to confirmation of the Plan:

Date	Event
Voting Record Date	May 13, 2025 (Hearing Date on this Motion)
Commencement of Solicitation	No later than five (5) business days following entry of the Solicitation Procedures Order
Publication Deadline	No later than five (5) business days following entry of the Solicitation Procedures Order
3018 Motion Deadline	No later than fourteen (14) calendar days after the mailing of the Solicitation Package
Vote Objection Deadline	May 21, 2025, at 4:00 p.m. (prevailing Eastern Time)
Plan Supplement Filing Deadline	June 6, 2025, at 11:59 p.m. (prevailing Eastern Time)
Voting and Release Opt-Out Deadline	June 12, 2025, at 4:00 p.m. (prevailing Eastern Time)
Deadline to File Objections to Adequacy of the Disclosure Statement and Confirmation of the Plan	June 13, 2025, at 4:00 p.m. (prevailing Eastern Time)
Deadline for Movants to file (a) Confirmation Brief; (b) Replies to Objections; (c) Declarations in Support of Confirmation; and (d) Voting Certification	June 20, 2025, at 11:59 p.m. (prevailing Eastern Time)
Combined Hearing	June 23, 2025, at 11:00 a.m. (prevailing Eastern Time)

**JURISDICTION AND VENUE**

2. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. This is a core proceeding pursuant to 28 U.S.C. § 157, and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 105, 1125, 1126, and 1128 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”); rules 2002, 3016, 3017, 3018, 9007, and 9008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and rules 2002-1, 3016-1 and 1075-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Local Rules”).

## **BACKGROUND**

4. On June 30, 2024 (the “Petition Date”), Hopeman filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court commencing this chapter 11 case.

5. Hopeman continues to manage its business as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this chapter 11 case.

6. Additional information regarding Hopeman’s business and the circumstances leading to the commencement of this chapter 11 case is set forth in detail in the *Declaration of Christopher Lascell in Support of Chapter 11 Petition and First Day Pleadings of Hopeman Brothers, Inc.* (the “First Day Declaration”) [Docket No. 8].

7. On December 20, 2024, at the request of the Movants, the Court entered an Order authorizing Hopeman and the Committee to participate in a judicial mediation (the “Mediation”) [Docket No. 443]. The Mediation concerned Hopeman’s motion to seek approval of a pre-petition settlement and sale agreement with Chubb-related insurers. During the Mediation, Hopeman and the Committee also negotiated over a potential exit strategy for Hopeman.

8. The Mediation resulted in an agreement between Hopeman, the Committee, and Huntington Ingalls Industries, Inc. (“HII”), signed on March 7, 2025. A copy of the *Settlement Term Sheet for § 524(g) Plan of Hopeman Brothers, Inc.* (the “524(g) Term Sheet”) was filed with the Court that day at Docket No. 609 and entered into evidence at the omnibus hearing held on March 10, 2025.<sup>3</sup>

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<sup>3</sup> The description of the 524(g) Term Sheet set forth in this Motion is qualified in its entirety by reference to the 524(g) Term Sheet.

9. The 524(g) Term Sheet, *inter alia*, sets forth the essential terms on which Hopeman and the Committee agreed to resolve Hopeman's liability for asbestos-related claims, including that Hopeman and the Committee have agreed to jointly prosecute a chapter 11 plan that would create a trust pursuant to section 524(g) of the Bankruptcy Code, and Hopeman would transfer its remaining insurance coverage and cash to that trust to allow for resolution of the thousands of asbestos claims against Hopeman after the effective date of the contemplated plan.

10. Contemporaneously with filing this Motion, the Movants filed the Plan and Disclosure Statement. The Plan incorporates the terms of the 524(g) Term Sheet.

11. Additionally, contemporaneously with filing this Motion, the Movants also filed the *Joint Application of the Debtor and the Official Committee of Unsecured Creditors for an Order Appointing Marla Rosoff Eskin, Esq. as Future Claimants' Representative*, which seeks entry of an order appointing Marla Rosoff Eskin, Esq. of Campbell & Levine, LLC, to serve as the legal representative (the "Future Claimants' Representative") for purposes of protecting the rights of persons who might subsequently assert asbestos-related demands against Hopeman (such persons are referred to therein as the "Future Claimants"), in accordance with section 524(g)(4)(B)(i) of the Bankruptcy Code.

#### **BASIS FOR RELIEF**

12. Bankruptcy Local Rule 1075-1 and Article VI.F.3.b of the "Procedures for Complex Cases in the Eastern District of Virginia" (the "Complex Case Procedures") provide that contemporaneously with the filing of a disclosure statement and proposed plan, a plan proponent may file a motion requesting (i) conditional approval of the disclosure statement; (ii) approval of solicitation procedures; (iii) the scheduling of a hearing on shortened notice to consider conditional approval of the proposed disclosure statement; and (iv) the scheduling of a joint hearing to consider final approval of the adequacy of the disclosure statement and confirmation of the proposed plan.

13. This article further provides that all such motions must: (a) identify the proposed balloting agent, if any; (b) identify any voting procedures in addition to those required in these procedures; and (c) identify the proposed hearing date for final approval of the disclosure statement and confirmation of the proposed plan.

14. The Movants satisfy each of these requirements herein.

**I. The Combined Hearing to Consider the Adequacy of the Disclosure Statement and Confirmation of the Plan Is Appropriate and in the Best Interests of Hopeman and Its Estate**

15. The Movants seek a Combined Hearing to consider approval of the Disclosure Statement and the Plan on May 29, 2025. Section 1128(a) of the Bankruptcy Code provides that “[a]fter notice, the court shall hold a hearing on confirmation of a plan.” Section 105(d)(2)(B)(vi) of the Bankruptcy Code expressly authorizes this Court, on its own motion or on request of a party in interest, to combine “the hearing on approval of the disclosure statement with the hearing on confirmation of the plan.” 11 U.S.C. § 105(d)(2)(B)(vi). In addition, Bankruptcy Rule 3017(c) provides that “on or before approval of the disclosure statement, the court . . . may fix a date for the hearing on confirmation.” Fed. R. Bankr. P. 3017(c).

16. The Movants submit that it is appropriate for the Court to schedule the Combined Hearing because it will spare Hopeman and its estate a protracted process that would increase administrative expenses.

17. First, it is critical to the success of Hopeman’s chapter 11 case that Hopeman proceed to confirmation in an expeditious fashion to achieve confirmation of a chapter 11 plan prior to the expiration of the “Exclusive Filing Period” and “Stay Extension Period” (each term defined below). Hopeman has faced opposition each time it has sought to extend these periods.

18. Specifically, the Court has overruled objections following evidentiary hearings and entered two orders extending (a) the period during which Hopeman has the exclusive right to file

a chapter 11 plan (the “Exclusive Filing Period”) and (b) the period during which Hopeman has the exclusive right to solicit a plan. *See* Docket No. 359 and 623. Pursuant to the second order, the Exclusive Filing Period expires on May 25, 2025.

19. Similarly, the Court has overruled objections and entered three interim orders extending the automatic stay to enjoin claims against certain non-debtor defendants in asbestos-related lawsuits filed, or to-be-filed, as applicable, in “direct action” states that otherwise would drain coverage available for Asbestos Claims asserted or to be asserted against Hopeman (the “Stay Extension Period”). *See* Docket Nos. 35, 245 and 622. Pursuant to the third interim stay order, unless extended, the Stay Extension Period expires June 30, 2025, or upon the effective date of the Plan should that occur earlier than June 30 or any extended expiration date.

20. Absent the Combined Hearing, Hopeman may have to seek further extensions of the Exclusive Filing Period and the Stay Extension Period and again expend estate resources overcoming opposition to the same.

21. Second, and most importantly, by proceeding with a Combined Hearing, Hopeman will be able to shorten the time spent in this chapter 11 case, which will end the incurrence of professional fees and other expenses and preserve the remaining value of Hopeman’s estate for the benefit of creditors. It is critical that the estate avoid the continued incurrences of fees and expenses Hopeman cannot afford to keep incurring in this case, especially in light of the consensus Hopeman has already achieved in negotiating and proposing the Plan and Disclosure Statement with the Committee.

## **II. Cause Exists to Schedule the Combined Hearing on Shortened Notice**

22. Typically, “the court shall hold a hearing on at least 28 days’ notice to the debtor, creditors, equity security holders, and other parties in interest as provided in [Bankruptcy] Rule 2002 to consider the disclosure statement and any objections or modifications thereto.” Fed. R.

Bankr. P. 3017(a). Likewise, Bankruptcy Rule 2002(b) provides that notice of “not less than 28 days” be given by mail to “the debtor, the trustee, all creditors and indenture trustees . . . of the time fixed (1) for filing objections and the hearing to consider approval of a disclosure statement . . . [and] (2) for filing objections and the hearing to consider confirmation of a . . . chapter 11 plan.”

23. Notwithstanding the foregoing, under the circumstances of these cases, the Court may reduce the standard notice periods for a hearing to consider the adequacy of the Disclosure Statement and confirmation of the Plan and the deadline to object to either of the foregoing. Bankruptcy Rule 9006(c)(1) provides:

when an act is required or allowed to be done at or within a specified time by these rules or by a notice given thereunder or by order of the court, the court for cause shown may in its discretion with or without motion or notice order the period reduced.

Fed. R. Bankr. P. 9006(c)(1). Among other potential “causes,” where the impact on the due process rights of the parties in interest is immaterial, the court may find that a risk of material harm to the debtor’s estate can justify shortened notice. *See, e.g., In re Roust Corp.*, No. 16-23786 (RDD) (Bankr. S.D.N.Y. Jan. 6, 2016) Hr’g Tr. 48:22–25, 49:1–5 (noting that ample justification existed to shorten the notice with respect to a combined hearing where, among other reasons, sophisticated parties were the notice recipients).

24. Given the circumstances of this case, cause exists to shorten the notice period requirements under Bankruptcy Rule 9006(c)(1). The negotiation of the terms of the Plan between Hopeman and the Committee – the most time-consuming and critical component of this chapter 11 case – was completed prior to the filing of the Plan. The Committee has maintained since its appointment that creditors only will support a chapter 11 plan that creates a trust pursuant to section 524(g) of the Bankruptcy Code (i.e., the Plan that has been negotiated and agreed to by Hopeman



and the Committee and that they now jointly propose for confirmation). The Committee and the law firms that represent its constituents have had ample notice of the proposed terms of the Plan during the negotiations. Furthermore, the Solicitation Package will be served on attorneys of record for holders of Asbestos Claims and, as such, sophisticated parties will be the notice recipients. As a result, the impact of due process rights of the parties in interest is minimal, particularly when such a combined hearing will promote judicial economy and maximize the benefits of Hopeman's restructuring to its stakeholders by (a) enabling the resolution of asbestos-related claims against Hopeman in an efficient and equitable manner and (b) minimizing administrative expenses.

25. Accordingly, even though solicitation and voting has not yet commenced, Hopeman already accomplished one of the major related objectives: obtaining support from the Committee for the Plan. A Combined Hearing in these cases will allow Hopeman to expeditiously effectuate its restructuring and preserve value.

26. The Movants respectfully request that the Court enter the Scheduling Order and set a date on or around June 23, 2025, for the Combined Hearing to consider the adequacy of the Disclosure Statement and confirmation of the Plan. Courts have shortened the notice requirements and approved similar expedited schedules under appropriate circumstances. *See, e.g., In re Guitar Center, Inc.*, Case No. 20-34656 (KRH), [Docket No. 82] (Bankr. E.D. Va. Nov. 23, 2020) (start of solicitation: November 25, 2020; voting deadline: December 10, 2020; combined hearing: December 17, 2020); *In re Deluxe Entm't Servs. Grp. Inc.*, Case No. 19-23774 (RDD), [Docket No. 38] (Bankr. S.D.N.Y. Oct. 9, 2019) (start of solicitation: October 2, 2019; voting deadline: October 16, 2019; combined hearing: October 24, 2019); *In re Weatherford Int'l PLC*, Case No. 19-33694 (DRJ), [Docket No. 89] (Bankr. S.D. Tex. July 2, 2019) (start of solicitation: June 28,

2019; voting deadlines: August 1 (noteholders) and August 13 (common stock holders), 2019; combined hearing: September 11, 2019); *In re Monitronics Int'l, Inc.*, Case No. 19-33650 (DRJ), [Docket No. 92] (Bankr. S.D. Tex. July 2, 2019) (start of solicitation: June 3, 2019; voting deadlines: June 24 and July 31, 2019 (for different noteholders); combined hearing: August 7, 2019); *In re Fullbeauty Brands Holdings Corp.*, Case No. 19-22185 (RDD), [Docket No. 49] (Bankr. S.D.N.Y. Feb. 7, 2019) (start of solicitation: January 7, 2019; voting deadline: January 24, 2019; combined hearing: February 4, 2019); *In re Sungard Availability Servs. Capital, Inc.*, Case No. 19-22915 (RDD), [Docket No. 45] (Bankr. S.D.N.Y. May 2, 2019) (start of solicitation: April 5, 2019; voting deadline: April 26, 2019; combined hearing: May 2, 2019).

### **III. The Court Should Approve the Objection and Related Briefing Deadlines**

27. Bankruptcy Rule 3020(b) authorizes the Court to fix a time for filing objections to confirmation of a plan and a hearing to consider confirmation of a plan. Fed. R. Bankr. P. 3020(b). Bankruptcy Local Rule 3016-1(B) and (E) also require that any objections to the disclosure statement and plan, respectively, be filed with the Court no later than seven (7) days prior to the date set for the hearing. Local Bankr. R. 3016-1(B), (E).

28. Consistent with the Bankruptcy Rules and Bankruptcy Local Rules, the Movants respectfully request that the Court set **June 13, 2025, at 4:00 p.m. (EDT)** as the Objection Deadline.

29. In addition, the Movants also respectfully requests the Court to establish the following other deadlines and procedures in connection with the Combined Hearing:

- (a) The deadline for the Movants and any other party in interest to file a reply to any objections to confirmation of the Plan shall be on or before **11:59 p.m. (prevailing Eastern Time) on June 20, 2025**. Any such reply shall be served on the parties on the official service list and any party not otherwise listed on the official service list that has filed an objection.

- (b) the Balloting Agent shall file a “Certification of Vote” of the amount and number of Claims of each Class accepting or rejecting the Plan and any Ballots not counted on or before **11:59 p.m. (prevailing Eastern Time) on June 20, 2025**. The Certification of Vote shall be served on the Movants and their counsel, the Future Claimants’ Representative, and the United States Trustee.

The proposed deadlines and procedures for objecting to confirmation of the Plan and for responding to such objections are reasonable and appropriate under the circumstances and are consistent with the applicable Bankruptcy Rules and Bankruptcy Local Rules.<sup>4</sup>

**IV. The Disclosure Statement Contains Adequate Information and Should Be Approved on a Conditional Basis and on a Final Basis at the Combined Hearing**

30. Section 1125 of the Bankruptcy Code requires a disclosure statement to contain “adequate information.” 11 U.S.C. § 1125(b). Under the section 1125,

‘adequate information’ means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records . . . that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan . . . .

11 U.S.C. § 1125(a)(1).

31. The primary purpose of a disclosure statement is to provide sufficient information for creditors and interest holders to make an informed decision regarding whether to vote for the plan. *See, e.g., In re A. H. Robins Co., Inc.*, 880 F.2d 694, 696 (4th Cir. 1989) (stating that the disclosure statement must provide “information of a kind, and in sufficient detail . . . that would enable a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan.”); *In re Mohammad*, 596 B.R. 34, 39 (Bankr. E.D. Va. 2019) (“Bankruptcy courts and creditors rely on a debtor’s disclosure statement in

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<sup>4</sup> The proposed reply deadline is consistent with Article V.D of the Complex Case Procedures, which provides that a reply to an objection “must be filed no later than 12:00 p.m. (prevailing Eastern Time) on a date that is 1 calendar day before the applicable hearing date.”

determining whether to vote for or approve a proposed plan of reorganization.”); *Century Glove, Inc. v. First Am. Bank of N.Y.*, 860 F.2d 94, 100 (3d Cir. 1988) (“[Section] 1125 seeks to guarantee a minimum amount of information to the creditor asked for its vote.”).

32. Whether a disclosure statement contains adequate information is intended by Congress to be a flexible, fact-specific inquiry:

Precisely what constitutes adequate information in any particular instance will develop on a case-by-case basis. Courts will take a practical approach as to what is necessary under the circumstances of each case, such as the cost of preparation of the statements, the need for relative speed in solicitation and confirmation, and, of course, the need for investor protection. There will be a balancing of interests in each case. In reorganization cases, there is frequently great uncertainty. Therefore the need for flexibility is greatest.

H.R. Rep. 95-595, at 409 (1977), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6365. *See also Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) (observing that “adequate information will be determined by the facts and circumstances of each case”). Whether a disclosure statement contains “adequate information” as required by section 1125 of the Bankruptcy Code is within the broad discretion of the court. *See, e.g., A.H. Robins*, 880 F.2d at 696 (“The determination of whether the disclosure statement has adequate information is made on a case by case basis and is largely within the discretion of the bankruptcy court.”) (citing *Matter of Tex. Extrusion Corp.*, 844 F.2d 1142, 1157 (5th Cir. 1988)); *see also In re Cajun Elec. Power Coop., Inc.*, 150 F.3d 503, 518 (5th Cir. 1998) (quoting S. Rep. No. 95-989, at 121 (1978), as *reprinted in* 1978 U.S.C.C.A.N. 5787, 5907) (“The legislative history of § 1125 indicates that, in determining what constitutes ‘adequate information’ with respect to a particular disclosure statement, ‘[b]oth the kind and form of information are left essentially to the judicial discretion of the court’ and that ‘[t]he information required will necessarily be governed by the circumstances of the case.’”); *In re PC Liquidation Corp.*, 383 B.R. 856, 865 (E.D.N.Y. 2008) (“The standard for disclosure is, thus, flexible and what constitutes ‘adequate disclosure’ in any particular situation

is determined on a case-by-case basis, with the determination being largely within the discretion of the bankruptcy court.”) (internal citations omitted).

33. In making this determination on a case-by-case basis, courts typically look for disclosures related to a variety of topics. Such topics may include, among others, (a) the events that led to the filing of a bankruptcy petition, (b) the relationship of the debtor with its affiliates, (c) a description of the available assets and their value, (d) the debtor’s anticipated post-emergence operations, (e) claims asserted against the debtor, (f) the estimated return to creditors under a chapter 7 liquidation, (g) the chapter 11 plan or a summary thereof, (h) financial information relevant to a creditor’s decision to accept or reject the chapter 11 plan, (i) information relevant to the risks posed to creditors under the plan and (j) the actual or projected realizable value from recovery of preferential or otherwise avoidable transfers. *See In re Metrocraft Pub. Serv., Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984).

34. Here, the Disclosure Statement contains summaries, descriptions and information (as applicable) concerning: (i) the nature and history of Hopeman’s business and liabilities; (ii) events leading up to this chapter 11 case; (iii) the terms of the Plan, including the treatment of holders of claims and equity interests under the Plan; (iv) the terms of the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures; (v) financial information and projections; (vi) an overview of the requirements for confirmation of the Plan; (vii) effect of confirmation of the Plan, including the channeling of the Asbestos Claims to the Asbestos Trust; (viii) a discussion of risk factors affecting the implementation of the Plan; (ix) certain federal income tax consequences of the Plan; and (x) solicitation of holders of General Unsecured Claims and Asbestos Claims. The Disclosure Statement complies with all aspects of section 1125 of the

Bankruptcy Code because it contains information that is reasonably practicable to permit a hypothetical creditor to make an informed judgment about the Plan.

35. The Disclosure Statement further provides sufficient notice of the injunction, exculpation, and release provisions in the Plan, including the Asbestos Permanent Channeling Injunction. Bankruptcy Rule 3016(c) requires that, if a plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code, the plan and disclosure statement must describe, in specific and conspicuous language, the acts to be enjoined and the entities subject to the injunction. Fed. R. Bankr. P. 3016(c). Article VIII of the Disclosure Statement describes in detail the entities subject to the injunction under the Plan and the acts that they are enjoined from pursuing. Further, the language describing the injunctions and acts enjoined is described in specific and conspicuous language, making it clear to anyone who reads it.

36. Under the facts and circumstances of this case, the Disclosure Statement contains adequate information as required by section 1125 of the Bankruptcy Code, and the Court should approve the Disclosure Statement on a conditional basis for solicitation purposes and then on a final basis at the Combined Hearing.

**V. The Proposed Procedures for Solicitation, Balloting, and Tabulation of Votes Are Reasonable and Appropriate and Should Be Approved**

**A. The Court Should Approve the Solicitation Procedures**

37. Section 1126 of the Bankruptcy Code and Bankruptcy Rule 3017(d) generally require a plan proponent to mail copies of the plan, the disclosure statement, and a notice regarding the deadlines for voting on the plan to all creditors and equity security holders. 11 U.S.C. § 1126; Fed. R. Bankr. P. 3017(d). Hopeman previously obtained approval for its retention of Kurtzman Carson Consultants LLC d/b/a Verita Global (the “Balloting Agent”) as its claims, noticing, and administrative agent [Docket No. 34]. The services to be provided by the Balloting Agent include

furnishing notices to creditors and parties in interests, as well as receiving and tabulating Ballots (as defined below) in connection with confirmation of the Plan.

38. Consistent with section 1126 of the Bankruptcy Code and Bankruptcy Rule 3017(d), and as set forth in more detail herein and in the “Solicitation Procedures” (attached to the Solicitation Procedures Order as Exhibit 1), the Movants, acting through the Balloting Agent, propose to solicit acceptance of the Plan by disseminating a “Solicitation Package” no later than five (5) business days following entry of the Solicitation Procedures Order (the “Solicitation Mailing Deadline”), consisting of:

- i. a cover letter describing the contents of the Solicitation Package and the enclosed flash drive, and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;<sup>5</sup>
- ii. the Combined Hearing Notice (as defined herein);
- iii. the Disclosure Statement (with the Plan attached as an exhibit);
- iv. the Solicitation Procedures Order (with the Solicitation Procedures attached as an exhibit);
- v. solely for the holders of Claims entitled to vote on the Plan, appropriate ballots, the forms of which are attached as Exhibits 2A–2C to the Solicitation Procedures Order (each, a “Ballot” and collectively, the “Ballots”) and voting instructions for the same;
- vi. solely for the holders of Claims entitled to vote on the Plan, pre-addressed, return envelopes for completed Ballots;
- vii. solely for the holders of Claims and Equity Interests not entitled to vote on the Plan, the Non-Voting Status Notice; and

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<sup>5</sup> The Disclosure Statement and the Plan, each including their respective exhibits, collectively are hundreds of pages in length. To reduce substantially the administrative costs associated with printing and mailing such voluminous documents, the Movants propose to serve them to all parties by flash drive instead of in printed format. Notwithstanding the foregoing, the Movants reserve the right to serve the entire Solicitation Package in printed format if they determine that it is in the best interests of the Estate to do so. In addition, the Plan, the Disclosure Statement, and all other documents filed in this chapter 11 case are available at the website maintained by the Balloting Agent: <https://www.veritaglobal.net/hopeman>.

viii. any other materials ordered by the Court to be disseminated, to the following entities (collectively, the “Notice Parties”): (i) the Office of the United States Trustee; (ii) the Future Claimants’ Representative; (iii) each person who filed a notice of appearance with the Court pursuant to Bankruptcy Rule 2002 and has not withdrawn such notice of appearance as of the Solicitation Mailing Deadline or that are otherwise listed on the master service list established in this chapter 11 case (the “MSL”); (iv) each holder of a General Unsecured Claim listed on Hopeman’s schedules, as of the Solicitation Mailing Deadline, as liquidated, undisputed, and non-contingent; (v) all parties that filed proofs of claim, as reflected on the official claims register maintained by the Balloting Agent on the Voting Record Date, and whose claims (a) are not subject to a pending objection as of the distribution of the Solicitation Packages, and (b) have not been disallowed or expunged prior to the distribution of the Solicitation Packages; (vi) each holder of an Asbestos Claim and/or their counsel as more particularly set forth in section IV(a) of the Solicitation Procedures; and (vii) the holders of Equity Interests in Hopeman.<sup>6</sup>

**B. The Court Should Approve the Voting and Release Opt-Out Deadline**

39. Bankruptcy Rule 3017(c) provides that, “[o]n or before approval of the disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or reject the plan.” Fed. R. Bankr. P. 3017(c). Hopeman requests that the Court set **June 12, 2025, at 4:00 p.m. (prevailing Eastern Time)** (the “Voting and Release Opt-Out Deadline”), as the deadline by which the Balloting Agent must actually receive completed Ballots (which contain an

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<sup>6</sup> Notwithstanding anything herein to the contrary, the Debtor and the Balloting Agent should not be required to resend a Solicitation Package or any other materials related to voting or confirmation of the Plan to any person or entity whose Solicitation Package is returned as undeliverable by the postal service, unless the Debtor is provided with accurate addresses for such entities prior to the Voting and Release Opt-Out Deadline.



election not to grant the Holders' Release of Hopeman's Directors and Officers pursuant to section 10.6 of the Plan) from holders of claims entitled to vote on the Plan. Because the Movants will serve the Solicitation Packages no later than five (5) business days following entry of the Solicitation Procedures Order, the proposed Voting and Release Opt-Out Deadline provides creditors with sufficient time within which to review the Solicitation Package and to cast Ballots on the Plan.

**C. The Court Should Approve the Procedures for Balloting and Tabulation of Votes**

40. The Movants respectfully request that the Court approve and authorize them and the Balloting Agent to employ the procedures for balloting and for the tabulation of Ballots and Master Ballots with respect to the Plan as set forth in the Solicitation Procedures attached to the Solicitation Procedures Order as **Exhibit 1**. The proposed Solicitation Procedures, together with the forms of Ballots and Master Ballots and the proposed notice procedures, afford claimants eligible to vote with a full and fair opportunity to approve or reject the Plan.

*i. The Court Should Approve the Temporary Allowance of Asbestos Claims and Certain General Unsecured Claims for Voting Purposes Only*

41. To allow for full voting on the Plan, the Movants propose to temporarily allow Asbestos Claims and certain General Unsecured Claims for voting purposes only, as further set forth herein. Generally, only the holder of a Claim against Hopeman whose Claim is allowed under section 502(a) of the Bankruptcy Code is entitled to vote to accept or reject the Plan. Claims that are (i) listed on Hopeman's schedules of liabilities as contingent, unliquidated, or disputed, (ii) specified in proofs of claim in an unliquidated or zero-dollar amount or as contingent or disputed, or (iii) the subject of pending objections, are not allowed under section 502(a) of the Bankruptcy Code and, consequently, holders of such claims generally are not entitled to vote to accept or reject the Plan.

42. However, Bankruptcy Rule 3018(a) provides that the “court after notice and hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.” Fed. R. Bankr. P. 3018(a). Because there has been no bar date set for Asbestos Claims in this chapter 11 case and no requirement for such claims to be filed, the Movants seek to temporarily allow Asbestos Claims for voting purposes only, pursuant to Bankruptcy Rule 3018(a), in the amount of \$1.00 per claimant.

43. Furthermore, if an actual or alleged Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim is the subject of a proof-of-claim objection filed by the Vote Objection Deadline and the holder of that Asbestos Claim or General Unsecured Claim casts a Ballot, the Movants request that the claimant’s Ballot not be counted, unless, in accordance with Bankruptcy Rule 3018, the underlying Asbestos Claim or General Unsecured Claim is temporarily allowed by the Court for voting purposes after a Rule 3018 Motion (as defined and described below) is timely brought by such a claimant.

44. To the extent that any holder or alleged holder of an Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim seeks a different treatment of its claim for voting purposes, the Movants request that such holder be required to file a motion (a “Rule 3018 Motion”), in accordance with Bankruptcy Rule 3018(a), for an order temporarily allowing its Claim for purposes of voting to accept or reject the Plan and to serve such motion on the Plan Proponents so that it is actually received by them no later than 14 calendar days after service of the Solicitation Package (the “3018 Motion Deadline”). The Movants also request that the Court schedule a hearing on any Rule 3018 Motions for a date on or prior to the Combined Hearing. If the Court grants a timely filed Rule 3018 Motion and temporarily allows a Claim in a specified

amount, that temporarily allowed amount will be for voting purposes only, and not for purposes of allowance or distribution.

45. The proposed procedures for temporary allowance of Asbestos Claims and applicable General Unsecured Claims, which values will not be binding on any claimant, Hopeman, the Asbestos Trust, or any other party for any purpose other than voting, will eliminate the need to make any individual determination (whether by estimation or otherwise) regarding Asbestos Claims and applicable General Unsecured Claims. Under the circumstances, the procedure is fair and reasonable. Namely, as all the Asbestos Claims are unliquidated and/or listed in Hopeman's schedules of liabilities as contingent, unliquidated, or disputed, it would be time-consuming and impractical to hold hearings to estimate the value of each individual Asbestos Claim for purposes of voting. Further, holding estimation hearings for thousands of Asbestos Claims, for which no bar date has been set, would delay administration of this case and the distribution of funds to deserving claimants. Additionally, this approach alleviates the need to set a bar date for Asbestos Claims, which is expensive and unnecessary given the claims review and distribution process to be established by the Asbestos Trust Distribution Procedures. Alternatively, if holders of Asbestos Claims were not entitled to vote because their Claims were not allowed for voting purposes, it would effectively disenfranchise a substantial number of potential creditors in this case.

46. The proposed temporary allowance of Asbestos Claims is appropriate and consistent with procedures approved in other mass tort bankruptcy proceedings. *See, e.g., In re A.H. Robins Co., Inc.*, 880 F.2d 694, 697–98 (4th Cir. 1989) (upholding the bankruptcy court's decision to value unliquidated personal injury claims at the same amount for voting purposes); *Kane v. Johns-Manville Corp.*, 843 F.2d 636, 646 (2d Cir. 1988) (upholding the bankruptcy court's

decision to set the value of unliquidated personal injury claims at \$1.00 for voting purposes); *In re Lloyd E. Mitchell, Inc.*, 373 B.R. 416, 427-28 (Bankr. D. Md. 2007) (approving temporary allowance of each unliquidated asbestos claim for voting purposes in the amount of \$1.00). To do otherwise would impose severe delays on Hopeman’s proceedings while placing an unrealistic burden upon available financial and judicial resources. *See Johns-Manville Corp.*, 843 F.2d at 646 (observing that valuing disputed claims for voting purposes would delay reorganization proceedings for years).

ii. *The Court Should Approve Notice to and Voting by Attorneys for Asbestos Claimants*

47. In connection with the Solicitation Procedures, the Movants also request that the Court allow counsel and attorneys of record for holders of Asbestos Claims (collectively, the “Attorneys of Record”) to vote on the Plan. Allowing voting by the Attorneys of Record not only will reduce the cost of solicitation significantly, but also accurately reflects the reality of how most Asbestos Claims are managed. Often, an Attorney of Record will have authority under applicable bankruptcy or non-bankruptcy law to make decisions for his or her clients such as voting on a chapter 11 plan. Furnishing Solicitation Packages directly to the Attorneys of Record is consistent with this practice, whereas furnishing many thousands of such packages to the individual claimants themselves is likely to increase confusion and would greatly increase the cost of solicitation—all without any corresponding benefit to those claimants or Hopeman’s estate. Further, soliciting votes through the Attorneys of Record is consistent with procedures approved in other asbestos-related chapter 11 cases. *See, e.g., In re ON Marine Services Company LLC*, Case No. 20-20007 (CMB) (Bankr. W.D. Pa. Nov. 21, 2022); *In re Rapid-American Corporation*, Case No. 13-10687 (DSJ) (Bankr. S.D.N.Y. July 16, 2021); *In re Oakfabco, Inc.*, Case No. 15-27062 (JBS) (Bankr. N.D. Ill. Jan. 15, 2019); *In re Geo. V. Hamilton, Inc.*, Case No. 15-23704

(GLT) (Bankr. W.D. Pa. Jan. 12, 2018); *In re Yarway Corp.*, Case No. 13-11025 (BLS) (Bankr. D. Del. Jan. 27, 2015); *In re Specialty Products Holding Corp.*, Case No. 10-11780 (PJW) (Bankr. D. Del. Oct. 21, 2014); *In re Leslie Controls, Inc.*, Case No. 10-12199 (CSS) (Bankr. D. Del. Aug. 19, 2010); *In re Flintkote Co.*, Case No. 04-11300 (JKF) (Bankr. D. Del. Sept. 8, 2008).

48. Accordingly, the Solicitation Procedures provide that Attorneys of Record who vote on behalf of their clients holding Class 4 Claims must be authorized under applicable law to do so and must certify that they have such authority. If the Attorney of Record is unable to so certify, the attorney must promptly advise the Balloting Agent so that the individual claimant's vote on the Plan may be solicited directly to him or her. The Movants believe that this feature and the other mechanisms contained in the Solicitation Procedures adequately protect the interests of holders of Asbestos Claims. The Solicitation Procedures proposed for the Asbestos Claims embody an efficient and well-established process for enabling the holders of Asbestos Claims to vote on the Plan and should be approved.

#### **VI. The Proposed Form of Ballots Are Appropriate and Should Be Approved**

49. The Movants have prepared the Ballots in accordance with Bankruptcy Rule 3018(c). Although based on Official Form B 314, the Ballots have been modified to (a) address the specific circumstances of the chapter 11 case and (b) include certain additional information that is relevant and appropriate for Claims in certain of the Voting Classes. Specifically, the Movants have utilized a specialized form of Ballot (and a corresponding Master Ballot) customarily used in asbestos-related chapter 11 cases for the holders of Asbestos Claims against Hopeman. The proposed Ballots for each Voting Class are attached as **Exhibits 2A** (“Form of Class 3 General Unsecured Claim Ballot”), **2B** (“Form of Class 4 Asbestos Claim Ballot”), and **2C** (“Form of Class 4 Asbestos Claim Master Ballot”) to the Solicitation Procedures Order. The

Movants respectfully submit that the forms of the Ballots comply with Bankruptcy Rule 3018(c) and, therefore, should be approved.

**VII. The Form and Manner of Notice for the Combined Hearing and the Deadlines for Filing Objections Are Appropriate and Should be Approved**

50. Bankruptcy Rule 3017(d) requires a plan proponent to send to all creditors and interest holders a notice regarding the deadlines for voting on the plan. Fed. R. Bankr. P. 3017(d). As part of the Solicitation Packages, Hopeman will provide notice to the Notice Parties of, among other things, the time fixed (i) for submitting votes accepting or rejecting the Plan, (ii) for filing objections to confirmation of the Plan, and (iii) the Combined Hearing, substantially in the form attached to the Solicitation Procedures Order as **Exhibit 4** (the “Combined Hearing Notice”). In addition to the Combined Hearing Notice, the Solicitation Packages will contain electronic copies of the Disclosure Statement and the Plan (among other documents described). As indicated above, the Solicitation Packages will be mailed no later than five (5) business days following entry of the Solicitation Procedures Order, which will be more than twenty-eight days prior to the proposed Combined Hearing date. Accordingly, the Combined Hearing Notice is adequate and sufficient notice under Bankruptcy Rules 2002 and 3017(d).

51. Mailing of the Combined Hearing Notice will provide for as wide a distribution of the Combined Hearing, including with respect to information on the Solicitation Packages and related deadlines, as is reasonable and practicable under the circumstances of this case. Mailing of the Combined Hearing Notice also complies with the requirements of the due process clause of the Fifth Amendment to the United States Constitution with respect to the proposed confirmation of the Plan, including the injunctions and releases provided therein, as construed by the Supreme Court in *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950). Due process requires that the notice provided to such persons be “reasonably calculated, under all

circumstances, to apprise [them] of the pendency of the action and afford them the opportunity to present their objections.” *Id.* at 314.

52. In addition, the Movants propose to provide publication notice of the Combined Hearing to ensure notice to as many potential parties in interest as is reasonably practicable. Bankruptcy law divides creditors into two groups when determining the proper form of notice: known and unknown creditors. *In re Old Carco LLC*, Case No. 17-ap-01185, 2018 WL 3854047, at \*4-5 (Bankr. S.D.N.Y. Aug. 10, 2018); *Monster Content, LLC v. Homes.com, Inc.*, 331 B.R. 438, 442 (N.D. Cal. 2005). A “known” creditor is one whose identity is either known or “reasonably ascertainable by the debtor.” *Tulsa Prof’l Collection Serv., Inc. v. Pope*, 485 U.S. 478, 490 (1988); *Covelo Indian Cmty. v. Fed. Energy Regulatory Comm’n*, 895 F. 2d 581, 587 (9th Cir. 1990). An “unknown” creditor is one whose “interests are either conjectural or future or, although they could be discovered upon investigation, do not in due course of business come to [the] knowledge [of the debtor].” *Mullane*, 339 U.S. at 317; *In re Old Carco LLC*, 2018 WL 3854047 at \*4.

53. Bankruptcy Rule 2002(l) permits the Court to order “notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice.” Fed. R. Bankr. P. 2002(l). To that end, the Debtor intends to publish notice of the Combined Hearing at least once in the national edition of *USA Today*, the *Richmond Times-Dispatch*, and *The Times-Picayune/New Orleans Advocate* at least thirty (30) days in advance of the Combined Hearing. Publication of the Combined Hearing Notice in this fashion will provide for as wide a distribution of the Combined Hearing Notice as is reasonable and practicable under the circumstances of the case, and is reasonably calculated under those circumstances to apprise potentially “unknown”

holders of Asbestos Claims of the pendency of the chapter 11 case and afford them an opportunity to object to confirmation of the Plan. *Mullane*, 339 U.S. at 314.

54. The above-described notice procedures are designed to provide holders of Asbestos Claims and General Unsecured Claims with as much notice as possible under the circumstances and satisfy the requirements of due process. Accordingly, the Court should approve the form of, and manner of providing, the Combined Hearing Notice. Fed. R. Bankr. P. 9007 (“When notice is to be given under these rules, the court shall designate . . . the form and manner in which the notice shall be given.”).

### **VIII. The Form of Notice to the Non-Voting Classes Is Appropriate and Should Be Approved**

55. As discussed above, the Non-Voting Classes (parties in Classes 1, 2, and 5) are not entitled to vote on the Plan, and will not receive Solicitation Packages. Instead, the Movants propose that such parties in Classes 1, 2, and 5 receive a notice (the “Non-Voting Status Notice”), substantially in the form attached to the Solicitation Procedures Order as **Exhibit 3**, informing each holder of a Claim or Equity Interest of their non-voting status along with (a) instructions on how to view or obtain copies of the Disclosure Statement (including the Plan and the other exhibits thereto), the Solicitation Procedures Order, and all other materials in the Solicitation Package (*excluding* Ballots) from the Balloting Agent free of charge or the Bankruptcy Court’s website via PACER; (b) a disclosure regarding the settlement, release, exculpation, and injunction language set forth in Article X of the Plan; (c) a notice of the Objection Deadline; (d) the Combined Hearing Notice; and (e) additional information related thereto.

56. The Movants respectfully submit that the mailing of the Non-Voting Status Notices in lieu of Solicitation Packages to the holders of Claims and Interests in Non-Voting Classes complies with Bankruptcy Rule 3017(d) and, therefore, should be approved.



**NON-SUBSTANTIVE MODIFICATIONS**

57. The Movants request authorization to make non-substantive changes to the Plan, Disclosure Statement, Solicitation Procedures, Ballots, Solicitation Packages, any notice attached to the Solicitation Procedures Order, and any related documents without further order of the Bankruptcy Court, including formatting changes, changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages before distribution.

**WAIVER OF BANKRUPTCY RULE 6004(h)**

58. To implement the foregoing successfully, the Movants request that the Bankruptcy Court enter an order providing that the Movants have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

**NOTICE**

59. Notice of this Motion will be given pursuant to Bankruptcy Local Rule 1075-1 and the procedures set forth in Article II of the Complex Case Procedures. Hopeman and the Committee submit that, in light of the nature of the relief requested, no other or further noticed need be given.

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**WHEREFORE**, the Movants respectfully request that the Court enter the Solicitation Procedures Order, granting the relief requested in this Motion and such other and further relief as may be just and proper.

Dated: April 29, 2025  
Richmond, Virginia

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

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**Exhibit A**

**Solicitation Procedures Order**

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*Counsel for Debtor and Debtor in Possession*

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

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

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**ORDER (I) SCHEDULING A COMBINED HEARING TO APPROVE THE DISCLOSURE STATEMENT AND CONFIRM THE PLAN; (II) CONDITIONALLY APPROVING THE DISCLOSURE STATEMENT; (III) ESTABLISHING OBJECTION DEADLINES; (IV) APPROVING THE FORM AND MANNER OF NOTICE; (V) APPROVING THE SOLICITATION AND TABULATION PROCEDURES; AND (VI) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>1</sup> of Hopeman Brothers, Inc., debtor in the above-captioned chapter 11 case (“Hopeman”), and the Official Committee of Unsecured Creditors (the “Committee”; together with Hopeman, the “Movants”), for entry of an order (this “Order”) (a) scheduling a combined hearing (the “Combined Hearing”) on the adequacy of the *Disclosure Statement with Respect to the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) [Docket No. 690] and the confirmation of the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy*

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings given to them in the Motion.

*Code* [Docket No. 689] (the “Plan”); (b) approving, on a conditional basis, the Disclosure Statement for solicitation purposes; (c) establishing objection deadlines; (d) approving the form and manner of notice of the Combined Hearing; (e) approving the Solicitation Procedures; and (f) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and the Court having determined that 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 as provided herein.
2. The Combined Hearing, at which time, this Court will consider, among other things, the approval of the Disclosure Statement on a final basis, confirmation of the Plan, and any other matter properly before the Court will be held on **June 23, 2025, at 11:00 a.m. (prevailing Eastern Time)**.
3. Objections to approval of the Disclosure Statement on a final basis and to confirmation of the Plan, if any, *must*: (i) be in writing, (ii) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any relevant and admissible

evidence in support of the objection, and the amount of the objector's claim(s) or such other grounds that give the objector standing to assert the objection, (iii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, (iv) be filed with the Court, and (v) served in accordance with the Bankruptcy Rules and Bankruptcy Local Rules upon the parties at the addresses set forth in the Combined Hearing Notice so as to be actually received on or before **4:00 p.m. (prevailing Eastern Time) on June 13, 2025** (the "Objection Deadline"). Any objection not properly and timely filed shall be deemed to be waived and to be consent to the entry of an order approving the adequacy of the Disclosure Statement on a final basis and confirming the Plan.

**I. Approval of the Disclosure Statement on a Conditional Basis**

4. The Disclosure Statement is approved, on a conditional basis, as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and the Movants are authorized to distribute the Disclosure Statement and the Solicitation Packages in order to solicit votes on, and pursue confirmation of, the Plan.

**II. Approval of the Procedures, Materials, and Timeline for Soliciting Votes on and Confirming the Plan.**

**A. Approval of Solicitation Procedures**

5. The Movants are authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation Procedures attached hereto as **Exhibit 1**, which are hereby approved in their entirety.

**B. Approval of Dates and Deadlines in Connection with the Plan and Disclosure Statement**

6. The following dates and deadlines are hereby established (subject to modification as necessary) with respect to the Disclosure Statement, solicitation of votes to accept the Plan, voting on the Plan, and confirming the Plan:

7.

Date	Event
Voting Record Date	May 13, 2025 (Hearing Date on this Motion)
Commencement of Solicitation	No later than five (5) business days following entry of the Solicitation Procedures Order
Publication Deadline	No later than five (5) business days following entry of the Solicitation Procedures Order
3018 Motion Deadline	No later than fourteen (14) calendar days after the mailing of the Solicitation Package
Vote Objection Deadline	May 21, 2025, at 4:00 p.m. (prevailing Eastern Time)
Plan Supplement Filing Deadline	June 6, 2025, at 11:59 p.m. (prevailing Eastern Time)
Voting and Release Opt-Out Deadline	June 12, 2025, at 4:00 p.m. (prevailing Eastern Time)
Deadline to File Objections to Adequacy of the Disclosure Statement and Confirmation of the Plan	June 13, 2025, at 4:00 p.m. (prevailing Eastern Time)
Deadline for Movants to file (a) Confirmation Brief; (b) Replies to Objections; (c) Declarations in Support of Confirmation; and (d) Voting Certification	June 20, 2025, at 11:59 p.m. (prevailing Eastern Time)
Combined Hearing	June 23, 2025, at 11:00 a.m. (prevailing Eastern Time)

8. The Movants may adjourn the Combined Hearing or any other dates listed above from time to time consistent with the Court’s procedures, without further notice other than adjournments announced in open court or as indicated in any notice of adjournment filed by the Movants with the Bankruptcy Court.

**C. Approval of Form and Method of Distribution of Solicitation Packages**

9. The Solicitation Packages to be transmitted on or before five (5) business days following entry of the Solicitation Procedures Order (the “Solicitation Mailing Deadline”), or as soon as reasonably practicable thereafter, to those holders of Claims entitled to vote on the Plan as of the Voting Record Date, shall include the following, the form of each of which is hereby approved:

- i. this Order (with the Solicitation Procedures attached hereto as **Exhibit 1**);
- ii. the applicable form of Ballot (containing an election not to grant the Holders’ Release of Hopeman’s Directors and Officers pursuant to



section 10.6 of the Plan) substantially in the form attached hereto as **Exhibit 2A, 2B, or 2C**;

- iii. the Combined Hearing Notice substantially in the form attached hereto as **Exhibit 4**;
- iv. the Disclosure Statement (with the Plan attached as an exhibit, along with the Plan's exhibits);
- v. solely for the holders of Claims entitled to vote on the Plan, pre-addressed, return envelopes for completed ballots; and
- vi. any other materials ordered by the Court to be disseminated.

10. The Movants shall distribute Solicitation Packages to all holders of Claims entitled to vote on the Plan on or before the Solicitation Mailing Deadline, or as soon as reasonably practicable thereafter. Such service shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

11. The Movants are authorized, but not directed or required, to distribute the Plan, the Disclosure Statement, and this Order (without exhibits, except for the Solicitation Procedures) to holders of Claims entitled to vote on the Plan in electronic format (*i.e.*, on flash drive). Any party that receives materials in electronic format, but would prefer to receive materials in paper format, may contact the Balloting Agent and request paper copies of the materials previously received in electronic format (to be provided at Hopeman's expense). The Ballots and the Combined Hearing Notice will be provided in paper form. On or before the Solicitation Mailing Deadline, the Movants shall provide (a) complete Solicitation Packages (other than Ballots) to the U.S. Trustee, and (b) the Order (in electronic format) and the Combined Hearing Notice to all parties required to receive notice under Bankruptcy Rule 2002.

12. The Balloting Agent is authorized to assist the Movants in: (a) distributing the Solicitation Packages; (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by holders of Claims against Hopeman; (c) responding to inquiries from holders of Claims

and Equity Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Solicitation Packages (including the Ballots), and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan or the adequacy of the Disclosure Statement; (d) soliciting votes on the Plan; and (e) if necessary, contacting creditors or interest holders regarding the Plan and/or the Disclosure Statement.

13. The Balloting Agent is also authorized to accept Class 3 Ballots via electronic online transmission through an online balloting portal on Hopeman's case website as set forth in the Solicitation Procedures. The secured ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

14. The Balloting Agent is also authorized to accept Class 4 Ballots and Master Ballots via electronic online transmission through the dedicated email address for submitting such Ballots as set forth in the Solicitation Procedures. All Asbestos Claims in Class 4 of the Plan are temporarily allowed solely for purposes of voting on the Plan, each in the amount of \$1.00, as specified in the Solicitation Procedures and on the applicable Ballot or Master Ballot. The specified amount of \$1.00 of each Asbestos Claim as notated on a claimant's Ballot (or Master Ballot, if applicable) shall be used for voting purposes only and shall not be binding on any party (including, without limitation, Hopeman and the Asbestos Trust) except for voting purposes.

15. If an actual or alleged Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim is the subject of a proof-of-claim objection filed by the Vote Objection Deadline and the holder of that Asbestos Claim or General Unsecured Claim casts a Ballot, the claimant's Ballot will not be counted unless, in accordance with Bankruptcy Rule 3018, the

underlying Asbestos Claim or General Unsecured Claim is temporarily allowed by the Court for voting purposes after a Rule 3018 Motion is timely brought by such a claimant.

16. Any holder or alleged holder of an Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim who seeks a different treatment of its claim for voting purposes must file and serve a Rule 3018 Motion on the Movants so that it is actually received by the 3018 Motion Deadline. The Court will schedule a hearing on such Rule 3018 Motion at or prior to the Combined Hearing.

17. The Movants and the Balloting Agent are authorized to serve Solicitation Packages for holders of Class 4 Asbestos Claims (including any Asbestos Indirect Claims) on their applicable Attorneys of Record for such holders, where known. Attorneys of Record for holders of Class 4 Asbestos Claims (including any Asbestos Indirect Claims) are authorized to vote to accept or reject the Plan on behalf of the holders they represent to the extent they have, and elect to exercise, that authority under applicable law as set forth in the Solicitation Procedures.

**D. Approval of Form of Non-Voting Status Notices**

18. The Movants shall not be obligated to deliver Solicitation Packages or Ballots to holders of Claims or Interests in the Non-Voting Classes. In accordance with Bankruptcy Rule 3017(d), the Movants, with the assistance of the Balloting Agent, shall mail to the holders of Claims and Interests in the Non-Voting Classes, as well as holders of Claims in a Voting Class that, as of the Voting Record Date, are subject to a pending objection by Hopeman, a notice substantially in the form of **Exhibit 3** attached hereto (the “Non-Voting Status Notice”), in lieu of Solicitation Packages.

19. The Movants are not required to mail Solicitation Packages, other solicitation materials, or a Non-Voting Status Notice to: (a) holders of Claims that have already been paid in

full during the chapter 11 case; or (b) any party to whom the notice of the Motion was sent but was subsequently returned as undeliverable without a forwarding address by the Voting Record Date.

**E. Approval of Combined Hearing Notice**

20. The Combined Hearing Notice, substantially in the form attached hereto as **Exhibit 4**, which shall be filed by the Movants and served upon parties in interest in the chapter 11 case by no later than the Solicitation Mailing Deadline and published in a format modified for publication one time no later than thirty (30) days prior to the Combined Hearing, in the national edition of *USA Today*, the *Richmond Times-Dispatch*, and *The Times-Picayune/New Orleans Advocate*, constitutes adequate and sufficient notice of the hearing to consider confirmation of the Plan, the manner in which a copy of the Plan and Disclosure Statement can be obtained, and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

**III. Additional Provisions**

21. Hopeman shall file the Plan Supplement with the Court on or before **11:59 p.m. (prevailing Eastern Time) on June 6, 2025**, which filing is without prejudice to Hopeman's rights to amend or supplement the Plan Supplement.

22. The Movants are authorized to make non-material changes to the Disclosure Statement, the Plan, the Ballots, the Combined Hearing Notice, the Notice of Non-Voting Status, and related documents and any other materials in the Solicitation Package without further order of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Combined Hearing Notice, the Notice of Non-Voting Status, and related documents or other materials in the Solicitation Package before their distribution and publication, as applicable.

23. Nothing in this Order shall be construed as a waiver of the right of the Movants or any other party in interest, as applicable, to object to a proof of claim after the Voting Record Date.

24. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

26. The Movants are authorized to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Motion.

27. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: \_\_\_\_\_, 2025  
Richmond, Virginia

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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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- and -

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*Counsel for the Debtor and Debtor in Possession*

**CAPLIN & DRYSDALE, CHARTERED**

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*Special Insurance Counsel to the Official  
Committee of Unsecured Creditors*

**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 TO SOLICITATION PROCEDURES ORDER**

Solicitation Procedures



**SOLICITATION PROCEDURES FOR  
PLAN OF REORGANIZATION OF  
HOPEMAN BROTHERS, INC.**

The following procedures (the “Solicitation Procedures”) are adopted with respect to (a) the distribution of solicitation packages with respect to the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code*, dated \_\_\_\_\_ (as may be amended, modified, or supplemented from time to time, the “Plan”) and (b) the return and tabulation of Ballots and Master Ballots (each as defined herein) to be used in voting on the Plan in the chapter 11 case of Hopeman Brothers, Inc. in the United States Bankruptcy Court for the Eastern District of Virginia.

The Solicitation Procedures set out in this document are supplemented by the instructions accompanying the Ballots and Master Ballots that will be included in the solicitation packages, which will be sent to (or can be obtained by) those persons entitled to vote on the Plan. You should review those instructions and these Solicitation Procedures carefully. In the event of conflict between the ballot instructions and these Solicitation Procedures, the terms of these Solicitation Procedures will govern and control.

**I. DEFINITIONS**

**A. “Asbestos Claim”** shall have the meaning given in the Plan.

**B. “Asbestos Trust Distribution Procedures”** means the trust distribution procedures for the Asbestos Trust that are attached to the Plan as Exhibit B, and which provide for the resolution, liquidation, and satisfaction of the Asbestos Claims.

**C. “Ballot”** means the form or forms distributed with the Plan and Disclosure Statement to holders of claims impaired by the Plan and entitled to vote, upon which such holders register their acceptance or rejection of the Plan.

**D. “Balloting Agent”** means Kurtzman Carson Consultants LLC d/b/a Verita Global, as Hopeman’s solicitation and balloting agent with respect to the Plan.

**E. “Bankruptcy Court”** means the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division, or such other court as may have jurisdiction over the Chapter 11 Case or any proceeding within, or appeal of an order entered in, the Chapter 11 Case including, to the extent of a withdrawal of reference under 28 U.S.C. § 157 or the requirement for final approval, the District Court.

**F. “Combined Hearing”** means the hearing(s) that will be held before the Bankruptcy Court in which Hopeman will seek approval of the adequacy of the Disclosure Statement on a final basis and confirmation of the Plan.

**G. “Combined Hearing Notice”** means the mailed and published notice of (a) the date and time of the Combined Hearing and (b) the procedure for holders of Asbestos Claims to obtain a Solicitation Package, substantially in the form attached to the Solicitation Procedures Order as Exhibit 4.

**H. “Disclosure Statement”** means the written disclosure statement that relates to the Plan, including the exhibits and schedules thereto, as approved by the Bankruptcy Court after the Petition Date as containing adequate information pursuant to section 1125 of the Bankruptcy Code and Rule 3017 of the Bankruptcy Rules, as such disclosure statement may be amended, modified, or supplemented from time to time.

**I. “Equity Interest”** means any right, title, and ownership interest in Hopeman.

**J. “Master Ballot”** means a Ballot submitted on behalf of one or more holders of Asbestos Claims pursuant to section IV(d) of the Solicitation Procedures.

**K. “Non-Voting Classes”** means Classes 1, 2, and 5 under the Plan.

**L. “Objection Deadline”** means the date established by the Bankruptcy Court in the Solicitation Procedures Order as the deadline for filing objections to approval of the adequacy of the Disclosure Statement on a final basis and confirmation of the Plan.

**M. “Plan”** means the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code, including any supplements, schedules and exhibits hereto, either in its present form or as the same may be amended, modified or supplemented from time to time.

**N. “Rule 3018 Motion”** means a motion, in accordance with Bankruptcy Rule 3018(a), for an order temporarily allowing a claim for purposes of voting to accept or reject the Plan.

**O. “Schedules”** means the schedules of assets and liabilities and the statements of financial affairs of Hopeman as filed with the Bankruptcy Court by Hopeman after the Petition Date in accordance with section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules and statements may be amended or supplemented from time to time.

**P. “Solicitation Mailing Deadline”** means [●], 2024.

**Q. “Solicitation Package”** means and will consist of all of the following:

1. the Disclosure Statement Order, with these Solicitation Procedures attached as an exhibit thereto;
2. the applicable form of Ballot substantially in the form attached to the Solicitation Procedures Order as Exhibit 2A, 2B or 2C;
3. the Combined Hearing Notice substantially in the form attached to the Solicitation Procedures Order as Exhibit 4;
4. the Disclosure Statement (with the Plan attached as an exhibit);
5. preaddressed, return envelopes for Ballots (or Master Ballots, as applicable) to be used by holders of General Unsecured Claims and Asbestos Claims; and

6. any other materials ordered by the Bankruptcy Court to be included as part of the Solicitation Package.

**R. “Solicitation Procedures Motion”** means the Joint Motion of the Debtor and Official Committee of Unsecured Creditors for Entry of an Order (I) Scheduling a Combined Hearing to Approve the Disclosure Statement and Confirm the Plan; (II) Conditionally Approving the Disclosure Statement; (III) Establishing Objection Deadlines; (IV) Approving the Form and Manner of Notice; (V) Approving the Solicitation and Tabulation Procedures; and (VI) Granting Related Relief filed with the Bankruptcy Court.

**S. “Solicitation Procedures Order”** means the order of the Bankruptcy Court approving the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, approving the combined hearing of the Plan and Disclosure Statement, and approving the method of solicitation of votes on the Plan.

**T. “Voting Classes”** means Classes 3 and 4 under the Plan.

**U. “Voting and Release Opt-Out Deadline”** means 4:00 p.m., prevailing Eastern Time, on June 12, 2025.

**V. “Vote Objection Deadline”** means 4:00 p.m., prevailing Eastern Time, on May 21, 2025.

**W.** Capitalized terms used but not defined in the Solicitation Procedures have the meanings given to them in the Plan and the Solicitation Procedures Motion, as the context requires.

## **II. DISTRIBUTION OF SOLICITATION PACKAGES TO VOTING CLASSES**

This section explains the manner in which Solicitation Packages will be dispatched to parties entitled to vote on the Plan.

**A. Scheduled Class 3 Claims.** On or before the Solicitation Mailing Deadline, the Balloting Agent will cause a Solicitation Package to be served upon each holder of a Class 3 General Unsecured Claim, who, as of the Solicitation Mailing Deadline, is listed in the Schedules as liquidated, undisputed, and non-contingent and with a claim amount in excess of \$0.00; provided, however, that each holder of a Non-Asbestos Claim that is entitled to receive a Solicitation Package pursuant to this section and also is entitled to receive a Solicitation Package pursuant to section III(b) of the Solicitation Procedures shall be entitled to receive only one Solicitation Package.

**B. Filed Claims.** On or before the Solicitation Mailing Deadline, the Balloting Agent will cause a Solicitation Package to be served upon each holder of a Class 3 General Unsecured Claim represented by a timely filed proof of claim filed against Hopeman that is not subject to a pending objection as of the Solicitation Mailing Deadline and has not been withdrawn, disallowed, or expunged by an order of the Bankruptcy Court entered on or before the Solicitation Mailing Deadline. To avoid duplication and reduce expenses, holders of Claims other than Asbestos Claims and General Unsecured Claims who have filed duplicate proofs of claim are entitled to receive only one Solicitation Package and one ballot for voting their claim. Additionally, holders

of Claims other than Asbestos Claims and General Unsecured Claims who filed amended proofs of claim are entitled to vote only the claim evidenced by the amended proof of claim.

**C. Asbestos Claims.** On or before the Solicitation Mailing Deadline, the Balloting Agent will cause Solicitation Packages to be served on known holders of Asbestos Claims or such holders' attorneys in the manner prescribed in section III of the Solicitation Procedures.

**D. Undeliverable Solicitation Packages.** Notwithstanding any provision in section III of the Solicitation Procedures to the contrary, the Balloting Agent shall not be required to resend a Solicitation Package to any person or entity whose Solicitation Package was returned as undeliverable by the postal service, unless Hopeman or the Balloting Agent is provided with an accurate address for such person or entity prior to the Voting and Release Opt-Out Deadline.

### III. SPECIAL PROCEDURES RELATING TO ASBESTOS CLAIMS

**A. Distribution of Solicitation Packages.** The Balloting Agent will cause Solicitation Packages to be served with respect to Asbestos Claims as follows:

*i. To attorneys representing individual holders of Asbestos Claims:*

- a. A single Solicitation Package will be served upon each attorney known by Hopeman (based on Hopeman's records and any list of attorneys furnished to Hopeman on or before the entry of the Solicitation Procedures Order) to represent or potentially to represent individuals who may hold or assert Asbestos Claims (each, an "Attorney of Record" and collectively, the "Attorneys of Record").
- b. If an Attorney of Record who receives a Solicitation Package either (1) is unable to certify with respect to any holder of an Asbestos Claim represented by such attorney that such Attorney of Record has the authority to vote on the Plan on behalf of such holder (*see* section IV(c)(ii) of the Solicitation Procedures) or (2) wishes any holder of an Asbestos Claim represented by such Attorney of Record to cast his or her own Ballot on the Plan, such Attorney of Record shall furnish the Balloting Agent with a list setting forth the name and address for each such holder within five (5) business days of receiving the Solicitation Package; provided, that, if such list contains more than twenty (20) such holders, such information must be provided in electronic format by email to hopemanballots@veritaglobal.com preferably in Microsoft Excel format; provided, further, that if it is not possible to provide such information in an electronic format by email, such information must be sent to the Balloting Agent by mail in printed form or on a thumb drive so that it is actually received within seven (7) business days of receiving a copy of the Solicitation Package.
- c. Attorneys of Record who wish their clients to receive Solicitation Packages for informational purposes (without a Ballot) must provide to the Balloting Agent

such clients' names and addresses, within seven (7) business days of receiving a copy of the Solicitation Package.

*ii. To individuals holding Asbestos Claims:*

- a. **Transmittal by the Balloting Agent.** If either (i) an individual who holds or asserts an Asbestos Claim requests a Solicitation Package by written notice to the Balloting Agent and provides a mailing address therewith, or (ii) an Attorney of Record who represents or purports to represent the holder of an Asbestos Claim furnishes names and addresses of individuals to the Balloting Agent, then the Balloting Agent will cause a Solicitation Package to be mailed, together with a Ballot, directly to each such individual who holds or asserts such Asbestos Claim(s) within five (5) business days after receiving such request.
- b. **Transmittal by an Attorney.** An Attorney of Record may choose to transmit Solicitation Packages to his or her clients directly. If an Attorney of Record chooses to do so, such attorney must, within five (5) business days after the Solicitation Mailing Deadline, furnish a written request to the Balloting Agent for a specified amount of Solicitation Packages and individual Ballots, which will be provided to such Attorney of Record within five (5) business days after receipt of such written request. Hopeman will reimburse such Attorney of Record for the reasonable, actual postage costs incurred by the attorney. Attorneys of Record seeking reimbursement shall submit reasonable evidence of postage expenses incurred to obtain such reimbursement.
- c. **Individual Holders of Asbestos Claims Against Hopeman.** Notwithstanding other provisions of these Solicitation Procedures to the contrary, the Balloting Agent shall cause a Solicitation Package (including, among other things, an appropriate Ballot) to be mailed directly to individual holders of Asbestos Claims who are known as holding Asbestos Claims against Hopeman and who are not represented by an attorney.

**B. Calculation of Votes with Respect to Asbestos Claims.** Each holder of an Asbestos Claim will have a **single** vote on the Plan in the amount of **\$1.00**.

**C. Required Certifications.** No vote in favor of or against the Plan by or on behalf of a holder of an Asbestos Claim shall be counted by the Balloting Agent unless the Ballot or Master Ballot reflecting such vote is timely submitted to the Balloting Agent with the written certifications contained on the Ballot or Master Ballot.

- i. **Certification for Individual Ballots.** Individual Ballots voted by, or on behalf of, holders of Asbestos Claims shall contain an acknowledgement and certification, *inter alia*, that (A) the person signing the Ballot has received the documents included in the Solicitation Package; (B) on information and belief, the person signing the Ballot holds an Asbestos Claim (as defined in the Plan) against Hopeman or is an agent or attorney authorized to submit the Ballot on behalf of such holder; and (C) the person signing the Ballot understands that an otherwise

properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejected of the Plan, will not be counted.

- ii. **Certification for Master Ballots.** Master Ballots voted on behalf of holders of Asbestos Claims shall contain an acknowledgement and certification, *inter alia*, that (A) the attorney signing the Master Ballot has received the documents included in the Solicitation Package; (B) the attorney signing the Master Ballot is authorized under applicable law by each of the holders of Asbestos Claims listed on the exhibit accompanying the Master Ballot to vote on behalf of such holders; (C) each claimant identified on such exhibit has, on information and belief, an Asbestos Claim (as defined in the Plan) against Hopeman; and (D) the attorney signing the Master Ballot understands that an otherwise properly completed, executed, and timely returned Master Ballot failing to indicate either acceptance or rejection of the Plan for each Claim listed on the exhibit accompanying the Master Ballot, or the same indicates both acceptance and rejection of the Plan, will not be counted.

**D. Completion and Return of Master Ballots by Attorneys for Holders of Asbestos Claims.** Attorneys of Record who represent individual holders of Asbestos Claims shall be permitted to cast Master Ballots for such holders, but only to the extent such attorneys have the authority under applicable law to do so, and so certify in the manner set forth herein and on the Master Ballots respecting such Asbestos Claims. Each Attorney of Record voting on behalf of the individuals he or she represents who hold or assert Asbestos Claims shall complete a Master Ballot, which will set forth the votes cast by such attorney on behalf of any such clients. The following procedures will govern the completion and return of a Master Ballot:

i. **Summarizing Votes on the Master Ballot:**

- a. The Master Ballot shall contain the following options for voting, one of which shall be marked by the Attorney of Record:

(1) “All Class 4 Asbestos Claims listed on the Master Ballot Exhibit **ACCEPT / VOTE IN FAVOR OF** the Plan.”

(2) “All Class 4 Asbestos Claims listed on the Master Ballot Exhibit **REJECT / VOTE AGAINST** the Plan.”

(3) “Some of the individuals listed on the Master Ballot Exhibit **ACCEPT (VOTE IN FAVOR OF)** the Plan while other individuals listed on the Master Ballot Exhibit **REJECT (VOTE AGAINST)** the Plan.”

- ii. **Election to Opt-Out of Holders’ Release of Hopeman’s Directors and Officers.** Any holder of an Asbestos Claim who votes, by himself or through his Attorney of Record, to reject the Plan, or abstains from voting on the Plan, will have the option to elect to opt out of the release of Hopeman’s former directors and officers, as set forth in Section 10.6 of the Plan. If any such holder’s affirmative opt-out is not notated on the Ballot or Master Ballot, or is not separately submitted in writing to the Balloting Agent by Voting and Release Opt-Out Deadline, such holder will be

deemed to have consented to the release contained in Section 10.6 of the Plan. Similarly, any holder of an Asbestos Claim who votes, by himself or through his Attorney of Record, to accept the Plan will be deemed to have consented to the release contained in Section 10.6 of the Plan.

- iii. **Inability to Make Required Certifications on Master Ballot:** If the Attorney of Record is unable to make such certifications on behalf of any holder of an Asbestos Claim whom he or she represents, the attorney may not cast a vote on behalf of such claimant and must timely send the information relating to the names and addresses of its clients for whom he or she may not vote to the Balloting Agent in accordance with section IV(a)(i)(B) of the Solicitation Procedures.
- iv. **Spreadsheet Exhibit to the Master Ballot:**
  - a. Each Attorney of Record shall prepare a spreadsheet in the form shown on the Master Ballot. This spreadsheet will become an exhibit to the Master Ballot and must clearly identify the attorney's law firm on each page and list in separate columns the following information for each holder of an Asbestos Claim on whose behalf the Attorney of Record is voting: (i) the name of the injured party (with first name, last name, middle initial, and suffix listed in separate columns); (ii) the last four digits of the injured party's Social Security number; (iii) date of birth; (iv) date of death, if applicable; and (v) whether each individual holder of an Asbestos Claim accepts (votes in favor of) or rejects (votes against) the Plan.
  - b. The entire spreadsheet must be submitted on a thumb drive, or via email if the Master Ballot is submitted to the Balloting Agent's secure online portal in accordance with the instructions below, in MICROSOFT EXCEL™ or similar format, and enclosed with the Master Ballot; provided, however, if such spreadsheet contains less than twenty (20) holders of Asbestos Claims, the spreadsheet may be attached to the Master Ballot as an exhibit in paper form. The completed Master Ballot and spreadsheet exhibit must be returned to the Balloting Agent in accordance with sections V(c) and V(d) of the Solicitation Procedures.

**E. Opting Out of the Holders' Release of Hopeman's Directors and Officers.** If a holder of a General Unsecured Claim in Class 3 (General Unsecured Claims) or an Asbestos Claim in Class 4 elects **not** to grant the release contained in Section 10.6 of the Plan, such holder must check the box affirmatively opting out of that release. Election to withhold consent to the release contained in Section 10.6 of the Plan is at each Claim holder's option. If a holder of a Class 3 or Class 4 Claim submits a Ballot or is identified on a Master Ballot submitted to the Balloting Agent without the opt-out election made, such holder will be deemed to have consented to the release contained in Section 10.6 of the Plan to the fullest extent permitted by applicable law. If a holder of a Class 3 or Class 4 Claim votes to accept the Plan on a Ballot or Master Ballot, as applicable, such holder automatically will be deemed to have consented to the release contained in Section

10.6 of the Plan to the fullest extent permitted by applicable law, even if the opt-out box is checked by or on behalf of that holder.

#### IV. RETURN OF BALLOTS

**A. Claimants Entitled to Vote.** Only holders of General Unsecured Claims in Class 3 and holders of Asbestos Claims (including any Asbestos Indirect Claims) in Class 4 will be permitted to vote. If an actual or alleged Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim is the subject of a proof-of-claim objection filed by the Vote Objection Deadline and the holder of that Asbestos Claim or General Unsecured Claim casts a Ballot, the claimant's Ballot will not be counted unless, in accordance with Bankruptcy Rule 3018, the underlying Asbestos Claim or General Unsecured Claim is temporarily allowed by the Court for voting purposes after a Rule 3018 Motion is timely brought by such a claimant. Any holder or alleged holder of an Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim who seeks a different treatment of its claim for voting purposes must file and serve a 3018 Motion on the Movants so that it is actually received by the 3018 Motion Deadline. The Court will schedule a hearing on such Rule 3018 Motion at or prior to the Combined Hearing.

**B. Authority to Complete and Execute Ballots.** If a Ballot is signed by a trustee, executor, guardian, attorney-in-fact, officer of a corporation, or any other entity acting in a fiduciary or representative capacity, the signatory must indicate such capacity when signing. The authority of the signatory of each Ballot to complete and execute the Ballot shall be presumed, but by executing a Ballot or a Master Ballot, each signatory certifies that he or she has such authority, and shall provide evidence of such authority upon request of the Balloting Agent.

**C. Deadline for Receiving Completed Ballots and Master Ballots.** All Ballots and Master Ballots must be *actually received* by the Balloting Agent by the Voting and Release Opt-Out Deadline in order to register a vote on the Plan. If any Ballot or Master Ballot is received by the Balloting Agent after such date and time, the vote(s) recorded on that Ballot or Master Ballot will not be counted.

**D. Place to Send Completed Class 3 Ballots.** Class 3 Ballots may be returned by mail using the pre-addressed envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

Hopeman Balloting Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245
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Class 3 Ballots may also be submitted via the Balloting Agent's online portal at <https://www.veritaglobal.com/hopeman>. Click on the "E-Ballot" section of the website and follow the instructions to submit your Ballot.



**E. Place to Send Completed Class 4 Ballots and Master Ballots.** Class 4 Ballots and Master Ballots may be returned by mail using the pre-addressed envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

<p>Hopeman Balloting Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245</p>
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Class 4 Ballots and Master Ballots may also be submitted via email to the Balloting Agent's secure online portal at [hopemanballots@veritaglobal.com](mailto:hopemanballots@veritaglobal.com).

**F. Other Electronic Transmission Not Accepted.** The Balloting Agent's online portal for Class 3 Ballots and dedicated email address for Class 4 Ballots are the sole methods in which the respective Class Ballots will be accepted via electronic or online transmission. Class 3 Ballots submitted by facsimile or other means of electronic transmission (other than via the Balloting Agent's online portal, as noted above) will not be counted. Except as may be permitted in writing by the Balloting Agent pursuant to this paragraph, any Class 4 Ballots or Master Ballots submitted by facsimile or other means of electronic transmission (other than via the Balloting Agent's online portal, as noted above) will not be counted. The Balloting Agent shall acknowledge by return email receipt of any Master Ballot submitted by email pursuant to this paragraph within one (1) business day of receipt of such Master Ballot.

**G. Retention of Ballots and Master Ballots by Balloting Agent.** The Balloting Agent will date-stamp all Ballots and Master Ballots when received. Ballots received on the day of the Voting and Release Opt-Out Deadline will be date and time-stamped. In addition, the Balloting Agent will retain originals of all Ballots and Master Ballots for a period of one (1) year after the Effective Date of the Plan, unless otherwise instructed by Hopeman in writing or otherwise ordered by the Bankruptcy Court.

## **V. TABULATION OF BALLOTS**

**A. Determination of Amount of Asbestos Claims Voted.** The amount used to tabulate acceptance/votes in favor of, or rejection of/votes against, the Plan by those holding Asbestos Claims is set forth in section III of the Solicitation Procedures.

**B. Ballots Excluded.** A Ballot or Master Ballot will not be counted if any of the following applies to such Ballot or Master Ballot:

- i. The Ballot or Master Ballot was cast by or on behalf of a person or entity that does not hold a Claim in a Class entitled to vote on the Plan.
- ii. The Ballot or Master Ballot was actually received by the Balloting Agent after the Voting and Release Opt-Out Deadline, unless the Plan Proponents shall have

granted in writing an extension of the Voting and Release Opt-Out Deadline or the Bankruptcy Court shall have granted such an extension.

- iii. The Ballot is returned to the Balloting Agent indicating a vote on the Plan but is unsigned.
- iv. The Ballot is illegible or contains insufficient information to permit the identification of the claimant.
- v. The Ballot or Master is transmitted to the Balloting Agent by email, facsimile, or other electronic transmission other than the Balloting Agent's secure, online portal (except to the extent that the Balloting Agent has provided written permission to submit the Class 4 Ballot or Master Ballot by email pursuant to section IV(F) of these Solicitation Procedures).
- vi. The Ballot is submitted in a form that is not the appropriate Ballot for such Claim.
- vii. The Ballot is not completed (including, without limitation, (i) a Master Ballot with respect to an Asbestos Claim on which the attorney fails to make the required certification, or (ii) a Ballot submitted by a holder of an Asbestos Claim in the United States that does not provide the last four digits of the claimant's Social Security Number); provided, however, that an undated Ballot or a Master Ballot that does not include the date of birth or the date of death (if applicable) of the claimant may be considered by the Balloting Agent to be complete for purposes of counting such Ballot or Master Ballot.

**C. General Solicitation Procedures and Standard Assumptions.** In addition to all other provisions of these Solicitation Procedures, the following procedures for voting and standard assumptions will be used in tabulating Ballots.

- i. A Ballot or Master Ballot that is properly completed, executed, and timely returned to the Balloting Agent, but does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and rejection of the Plan, or allocates portions of the claim in such manner, shall not be counted.
- ii. The Balloting Agent shall have the discretion to, but shall not be obligated to, contact voters to cure any defects in the Ballots or Master Ballots.
- iii. Any voter that delivers a valid Ballot or Master Ballot may withdraw his, her, or its vote by delivering a written notice of withdrawal to the Balloting Agent before the Voting and Release Opt-Out Deadline. To be valid, the notice of withdrawal must (a) be signed by the person who signed the Ballot or Master Ballot to be revoked and (b) be received by the Balloting Agent on or before the Voting and Release Opt-Out Deadline. The Plan Proponents reserve the right to contest any withdrawals.
- iv. If two or more Ballots are received for the same holder on the same Claim, but are submitted by a different attorney or agent, the holder's vote will be counted only

once if the votes on each Ballot are consistent. If the votes are not consistent, none of the Ballots will be counted.

- v. If multiple Ballots are received from different holders purporting to hold the same Claim, in the absence of contrary information establishing which claimant holds such Claim as of the Voting and Release Opt-Out Deadline, the latest-dated and otherwise valid Ballot that is received by the Voting and Release Opt-Out Deadline will be the Ballot that is counted.
- vi. If multiple Ballots are received from the holder of a Claim and someone purporting to be his, her, or its attorney or agent, the Ballot received from the holder of the Claim will be the Ballot that is counted, and the vote of the purported attorney or agent will not be counted.
- vii. There shall be a rebuttable presumption that any claimant who submits a properly completed superseding Ballot or withdrawal of a Ballot on or before the Voting and Release Opt-Out Deadline has sufficient cause, within the meaning of Bankruptcy Rule 3018(a), to change or withdraw such claimant's acceptance or rejection of the Plan.
- viii. If multiple Ballots are received from a holder of a Claim for the same Claim, the latest-dated and otherwise valid Ballot that is received by the Voting and Release Opt-Out Deadline shall be the Ballot that is counted as a vote on the Plan.

**EXHIBIT 2A**

Form of Ballot  
Class 3 (General Unsecured Claims)

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

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

**BALLOT TO ACCEPT OR REJECT HOPEMAN’S PLAN**

**Class 3 (General Unsecured Claims)**

**Please read and follow the enclosed instructions carefully before completing this Ballot.**

**To be counted, the Balloting Agent must *actually receive* your returned and completed Ballot by [●], 2025, at 4:00 pm (prevailing Eastern Time) (the “Voting and Release Opt-Out Deadline”).**

**Article X of the Plan contains release, exculpation, and injunction provisions. These provisions are included in the Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting.**

This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended from time to time, the “Plan”) for Hopeman Brothers, Inc. (“Hopeman”).<sup>1</sup> The Plan is jointly proposed by Hopeman and the Official Committee of Unsecured Creditors (the “Committee,” and together with Hopeman, the “Plan Proponents”). The Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by order entered on [●], 2025 (the “Solicitation Procedures Order”). Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of [●], 2025 (the “Voting Record Date”), a holder of a General Unsecured Claim (a “Holder”) against Hopeman.

**The Plan provides for the issuance of the Asbestos Permanent Channeling Injunction pursuant to sections 105(a) and 524(g) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the**

<sup>1</sup> Capitalized terms used in this Ballot or the attached instructions that are not defined herein have the meanings given to them in the Plan.

**injunction, see section VIII.H of the Disclosure Statement and Article X of the Plan. Article X of the Plan also proposes certain releases and exculpations, pursuant to which certain parties are released from liability or exculpated for a variety of claims.**

Your rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Kurtzman Carson Consultants LLC d/b/a Verita Global (the “Balloting Agent”) by: (i) accessing Hopeman’s restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Ballot Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) submitting an inquiry at <https://www.veritaglobal.net/hopeman/inquiry>; or (b) for a fee via PACER on the Bankruptcy Court’s website at [www.vaeb.uscourts.gov](http://www.vaeb.uscourts.gov).

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 3 (General Unsecured Claims) under the Plan. If you hold claims in more than one class, you will receive a ballot for each class in which you are entitled to vote.**

**If your ballot is not received by the Balloting Agent on or before 4:00 p.m., prevailing Eastern Time, on [●], 2025 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

**Item 1. Principal Amount of Claim.** The undersigned, the holder of a Claim in Class 3 (General Unsecured Claims) against Hopeman in the unpaid amount of \$ \_\_\_\_\_,

**Item 2. Vote on Plan.** Please vote below either to accept or to reject the Plan with respect to your Claim in Class 3. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

THE PLAN PROPONENTS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

The undersigned holder of a Class 3 Claim votes (check one box only):

ACCEPTS THE PLAN

REJECTS THE PLAN

**Item 3. Optional Release Election.** If you voted to reject the Plan above, or if you abstained from voting on the Plan, check this box if you elect not to grant the release contained in section 10.6 of the Plan. Election to withhold consent to the releases contained in section 10.6 of the Plan is at your option. If you submit your Ballot without this box checked, or if you do not submit your Ballot by the Voting and Release Opt-Out Deadline, you will be deemed to consent to the releases

contained in section 10.6 of the Plan to the fullest extent permitted by applicable law. If you voted to accept the Plan above, (i) you will be deemed to consent to the releases contained in section 10.6 of the Plan to the fullest extent permitted by applicable law; and (ii) even if you check the box below, your election to not grant the releases will not be counted.

The undersigned elects **not** to grant the releases contained in section 10.6 of the Plan.

### **PLAN EXCULPATION, INJUNCTION, AND RELEASE PROVISIONS**

The Disclosure Statement and the Plan must be referenced for a complete description of the exculpation, injunction, and release provisions included directly below.

#### ***Defined Terms***

“**Asbestos Insurance Policy**” means the insurance policies identified on Exhibit H of the Plan and any other insurance policy of Hopeman, whether known or unknown, that provides or potentially provides coverage for any Channeled Asbestos Claim.

“**Asbestos Insurance Settlement**” means (a) the Certain Settling Insurers Agreement; (b), with the exception of the Certain Settling Insurers Agreement, each agreement that, prior to the Effective Date, has been entered into by an Asbestos Insurer and Hopeman with consent of the Committee and approved by Final Order of the Bankruptcy Court; or (c) any agreement that satisfies the requirements of clauses (a) through (c) of Section 8.17 of the Plan.

“**Asbestos Insurer**” means any Entity, including any insurance company, broker, or guaranty association, that has issued, or that has any actual or potential liabilities, duties or obligations under or with respect to any Asbestos Insurance Policy.

“**Certain Settling Insurers Agreement**” means the Settlement Agreement and Release, dated as of July 10, 2024, by and among Hopeman, Continental Casualty Company, Fidelity & Casualty Company, Lexington Insurance Company, Granite State Insurance Company, the Insurance Company of the State of Pennsylvania, National Union fire Insurance Company of Pittsburgh, PA, and General Reinsurance Corporation.

“**Committee**” means the Official Committee of Unsecured Creditors appointed by the Office of the United States Trustee for Region 4 in this Chapter 11 Case on July 22, 2024.

“**Entity**” means any Person or organization created by law, including, without limitation, any individual, company, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

“**Exculpated Parties**” means, collectively, (a) Hopeman, (b) the Committee, solely in its capacity as such, (c) the Future Claimants’ Representative, solely in her capacity as such, and (d) Professionals of any of the foregoing Entities, solely in their capacity as such.

“**Hopeman**” means (a) Hopeman Brothers, Inc., a Virginia corporation, and its predecessors; and (b) the debtor and Debtor in Possession in the Chapter 11 Case.

“**Person**” means person as defined in section 101(41) of the Bankruptcy Code.

“**Protected Party**” means each of the following:

- (a) Hopeman or Reorganized Hopeman;
- (b) current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, solely in their respective capacities as such; or
- (c) any Settled Asbestos Insurer, solely in its capacity as such.

“**Released Party**” means current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, except Wayne, solely in their respective capacities as such.

“**Releasing Party**” means collectively: (a) all holders of Claims that vote to accept or are presumed to accept the Plan; (b) all holders of Claims that abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (c) all holders of Claims and Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; and (d) with respect to Hopeman and each of the foregoing Entities in clauses (a) through (c), such Entity and its current and former affiliates, and such Entities’ and their current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), interest holders, predecessors, successors, and assigns.

“**Representative**” means, with respect to any specified Entity, any current or former officer, director, employee, agent, attorney, accountant, financial advisor, expert, consultant, or other representative of any specified Entity.

“**Settled Asbestos Insurer**” means any Asbestos Insurer that is a party to an Asbestos Insurance Settlement.

### ***Section 10.2 Hopeman Discharge Injunction***

Except as specifically provided in the Plan (including Section 8.12, Section 8.13, Section 8.15, and Section 8.16 of the Plan), any of the other Plan Documents, or the Confirmation Order, all Entities who have held, hold, or may hold Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against Hopeman are permanently enjoined, on and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand, other than to enforce any right to a Distribution pursuant to the Plan or any other right provided under the Plan; (b) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (c) creating,



perfecting, or enforcing any Encumbrance of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to Hopeman or against the property or interests in property of Hopeman, with respect to such Claim or Demand; and/or (e) commencing or continuing any action, in any manner, against Hopeman, Reorganized Hopeman, or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of Hopeman (including, without limitation, Reorganized Hopeman) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against Hopeman at any time, to the extent that such judgment relates to a discharged Claim or Demand.

### ***Section 10.3 Asbestos Permanent Channeling Injunction***

Pursuant to sections 105(a) and 524(g) of the Bankruptcy Code, and except as otherwise provided in the Plan (including Article VIII of the Plan), any of the other Plan Documents, and the Confirmation Order, the Confirmation Order shall provide for the issuance of the following injunction to take effect upon the occurrence of the Effective Date:

(a) Scope of Injunction. All Entities that have held or asserted, or hold or assert, or may hold or assert in the future any Channeled Asbestos Claim shall be permanently stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery on account of any such Channeled Asbestos Claim, including:

(i) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum against or affecting any Protected Party or any property or interest in property of any Protected Party;

(ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interest in property of any Protected Party;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interest in property of any Protected Party;

(iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interest in property of any Protected Party; and

(v) proceeding in any manner and in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Asbestos

Trust, except in conformity and compliance with the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures.

(b) Reservations. Notwithstanding anything to the contrary above, this Asbestos Permanent Channeling Injunction shall not stay, restrain, bar, or enjoin:

(i) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;

(ii) the rights of Entities to assert any Channeled Asbestos Claim against the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures, or any claim for payment of an Asbestos Trust Expense against the Asbestos Trust;

(iii) the rights of Channeled Asbestos Claimants to assert any and all claims or causes of action against any Entities that are not Protected Parties;

(iv) the rights of the Asbestos Trust or, if applicable, Reorganized Hopeman to prosecute a claim or cause of action based on, arising from, or attributable to any of the Asbestos Trust Assets against any Entity that is not a Protected Party;

(v) any action or suit against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne that strictly conforms to the requirements of Section 8.12 of the Plan;

(vi) any action, suit, or Claimant Action permitted or authorized under Section 8.13 of the Plan against any Non-Settling Asbestos Insurer; or

(vii) any claim, crossclaim, or third-party demand in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or any direct action against any Non-Settling Asbestos Insurer of Hopeman or Wayne, in each case that strictly conforms to the requirements of Section 8.15 of the Plan.

#### ***Section 10.4 Exculpation***

None of the Exculpated Parties shall have or incur any liability to any Entity for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) negotiation, formulation and preparation of the Plan and the other Plan Documents, and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents; (c) pursuit of confirmation of the Plan; (d) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Asbestos Trust Distribution Procedures; (e) the releases and injunctions contained in the Plan; or (f) the management or operation of Hopeman during the Chapter 11 Case. Without limiting the generality of the foregoing, the Exculpated Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

***Section 10.6 Release of Hopeman's Directors and Officers by Releasing Parties***

Except as provided in Section 8.13(c) and Section 8.15 of the Plan and in addition to the protections afforded to the Released Parties as Protected Parties under the Asbestos Permanent Channeling Injunction, and in consideration for the obligations of Hopeman and Reorganized Hopeman under the Plan, each Releasing Party and the Asbestos Trust shall waive and release any and all Causes of Action that such holder, did commence or could have commenced against any such Released Party that is based upon, attributable to, or arising from any acts or omissions of Released Party occurring prior to the Effective Date or in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no release of the Released Parties shall diminish, reduce, or eliminate the duties of any Asbestos Insurer under any Asbestos Insurance Policy or any Asbestos CIP Agreement.

***Section 10.8 No Actions on Account of Released Claims***

Except as provided in the Plan, as of the Effective Date, all Entities that have held, currently hold or may hold any claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities that are released pursuant to the Plan shall be permanently enjoined from taking any of the following against a released Entity, or any of its property, on account of such released claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability, or obligation due to any released Entity; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

**Item 4. Acknowledgments.** By signing this Ballot, the holder (or authorized signatory of such holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that:

- i. the undersigned has the power and authority to vote to accept or reject the Plan;
- ii. the undersigned has received the documents included in the Solicitation Package;
- iii. on information and belief, the undersigned holds a General Unsecured Claim (as defined in the Plan) against Hopeman or is an agent authorized to submit the Ballot on behalf of such holder;
- iv. no other Ballot with respect to the Claim identified herein has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier received Ballots are hereby revoked;
- v. all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the

undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned; and

- vi. the undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.

Dated: \_\_\_\_\_

Print or type name: \_\_\_\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_

Title: (if corporation, limited liability company or partnership)

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No: \_\_\_\_\_

Email: \_\_\_\_\_

Tax Payer Identification No.: \_\_\_\_\_

**PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:**

**Hopeman Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245**

**If you would like to coordinate hand delivery of your Ballot, please submit your request by visiting Hopeman's restructuring website at:  
<https://www.veritaglobal.net/hopeman/inquiry> and provide the anticipated date and time of your delivery.**

**OR**

**Submit your Ballot via the Balloting Agent's online portal at <https://www.veritaglobal.com/hopeman>. Click on the "E-Ballot" section of the website and follow the instructions to submit your Ballot.**

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:**

**Unique E-Ballot ID# and PIN: \_\_\_\_\_**

**The Balloting Agent's online portal is the sole manner in which Class 3 Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.**

**Each E-Ballot ID# and PIN is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# and PIN you receive, as applicable.**

**Holders of Claims who cast a Ballot using the Balloting Agent's online portal should NOT also submit a paper Ballot.**

**IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE [●] 2025, AT 4:00 P.M., (PREVAILING EASTERN TIME), AND IF THE VOTING AND RELEASE OPT-OUT DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE PLAN PROPONENT'S DISCRETION.**

**EXHIBIT 2B**

Form of Individual Ballot  
Class 4 (Asbestos Claims)

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

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

**BALLOT TO ACCEPT OR REJECT HOPEMAN’S PLAN**

**Class 4 (Channeled Asbestos Claims)**

**Please read and follow the enclosed instructions carefully before completing this Ballot.**

**To be counted, the Balloting Agent must *actually receive* your returned and completed Ballot by [●], 2025, at 4:00 pm (prevailing Eastern Time) (the “Voting and Release Opt-Out Deadline”).**

**Article X of the Plan contains release, exculpation, and injunction provisions. These provisions are included in the Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting.**

This ballot (the “Ballot”) is provided to you to solicit your vote to accept or reject the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended from time to time, the “Plan”) for Hopeman Brothers, Inc. (the “Debtor”).<sup>1</sup> The Plan is jointly proposed by Hopeman and the Official Committee of Unsecured Creditors (the “Committee”, and together with Hopeman, the “Plan Proponents”). The Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by order entered on [●], 2025 (the “Solicitation Procedures Order”). Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of [●], 2024 (the “Voting Record Date”), a holder of an Asbestos Claim (a “Holder”) against Hopeman.

**The Plan provides for the issuance of the Asbestos Permanent Channeling Injunction pursuant to sections 105(a) and 524(g) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the injunction, see section VIII.H of the Disclosure Statement and Article X of the Plan. Article**

<sup>1</sup> Capitalized terms used in this Ballot or the attached instructions that are not defined herein have the meanings given to them in the Plan.

**X of the Plan also proposes certain releases and exculpations, pursuant to which certain parties are released from liability or exculpated for a variety of claims.**

Your rights are described in the Disclosure Statement, which was included in the package (the "Solicitation Package") you are receiving with this Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Kurtzman Carson Consultants LLC d/b/a Verita Global (the "Balloting Agent") by: (i) accessing Hopeman's restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Ballot Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) or submitting an inquiry through Hopeman's restructuring website at <https://www.veritaglobal.net/hopeman/inquiry>; or (b) for a fee via PACER on the Bankruptcy Court's website at [www.vaeb.uscourts.gov](http://www.vaeb.uscourts.gov).

Please note that the Balloting Agent cannot provide legal advice or direct you to either accept (vote in favor of) or reject (vote against) the Plan. IF AN ADDITIONAL BALLOT IS NEEDED, PLEASE DO NOT PHOTOCOPY THIS BALLOT, BUT RATHER, REQUEST AN ADDITIONAL BALLOT FROM THE BALLOTING AGENT.

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 4 (Channeled Asbestos Claims) under the Plan. If you hold claims in more than one class, you will receive a ballot for each class in which you are entitled to vote.**

**If your ballot is not received by the Balloting Agent on or before 4:00 p.m., prevailing Eastern Time, on [●], 2025 and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.**

**Each voting holder of an Asbestos Claim shall be deemed to have a single vote in the amount of \$1.00, which amount is solely for voting purposes and does not constitute an allowance or liquidation of such Asbestos Claim for purposes of distribution from the Asbestos Trust.**



<b>HOPEMAN BROTHERS, INC.</b> <b>INDIVIDUAL BALLOT FOR VOTING ON THE PLAN OF REORGANIZATION OF HOPEMAN BROTHERS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE FOR CLASS 4 (CHANNELED ASBESTOS CLAIMS)</b>	
<p><b>Read instructions accompanying this Ballot before completing. Print clearly.</b></p> <p><b>ITEM 1 – Plan Vote. Please mark one box below.</b></p> <p>The undersigned, a holder of an Asbestos Claim or his or her authorized agent:</p> <p><input type="checkbox"/> <b>ACCEPTS / VOTES IN FAVOR OF the Plan</b></p> <p><input type="checkbox"/> <b>REJECTS / VOTES AGAINST the Plan</b></p> <p><b>Your vote will be counted in accordance with the Plan and Solicitation Procedures for Class 4 (Channeled Asbestos Claims).</b></p> <p><b>ITEM 2 – Optional Release Election.</b> If you voted to reject the Plan above, or if you abstained from voting on the Plan, check this box if you do not consent to the release contained in section 10.6 of the Plan. Election to withhold consent to the releases contained in section 10.6 of the Plan is at your option. If you submit your Ballot without this box checked, or if you do not submit your Ballot by the Voting and Release Opt-Out Deadline, you will be deemed to have consented to the releases contained in section 10.6 of the Plan to the fullest extent permitted by applicable law. If you voted to accept the Plan above, (i) you will be deemed to consent to the releases contained in section 10.6 of the Plan to the fullest extent permitted by applicable law; and (ii) even if you check the box below, your election not to consent to the releases will not be counted.</p> <p><input type="checkbox"/> The undersigned elects <b>not</b> to consent to the releases contained in section 10.6 of the Plan.</p> <p><b>ITEM 3 – Claimant’s Name or Address</b>  <b>Corrections, if any (Print Clearly):</b></p> <p>_____</p> <p>(Name) (Address 1)</p> <p>_____</p> <p>(Address 2)</p> <p>_____</p> <p>(City) (State) (Zip)</p> <p><b>ITEM 4 – Last Four Digits of Injured Party’s Social Security Number - _ _ _ _</b></p>	<p><b>ITEM 5 – Claimant’s Telephone Number</b></p> <p>( _ _ ) _ _ _ - _ _ _ _</p> <p><b>Do not include medical information with this ballot.</b></p> <p><b>By signing this Ballot, you certify that:</b></p> <p>I have the power and authority to vote to accept or reject the Plan.</p> <p>I have received a copy of the Disclosure Statement (with the Plan attached as an exhibit), this Individual Ballot, and the Combined Hearing Notice.</p> <p>Upon information and belief, I am a holder of an Asbestos Claim (as defined in the Plan) or an agent authorized to submit this Ballot on behalf of such holder.</p> <p>I understand that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.</p> <p><b>ITEM 6 – Signature/Authorization</b></p> <p>_____</p> <p>Signature of Claimant or Authorized Agent</p> <p>_____</p> <p>Print Name of Signatory</p> <p>_____</p> <p>If by Authorized Agent, Print Title of Agent</p> <p>_____</p> <p>Date</p> <p>Each voting holder of an Asbestos Claim shall be deemed to have a single vote in the amount of <b>\$1.00</b>, which amount is solely for voting purposes and does not constitute an allowance or liquidation of such Asbestos Claim for purposes of distribution from the Asbestos Trust.</p>

## **PLAN EXCULPATION, INJUNCTION, AND RELEASE PROVISIONS**

The Disclosure Statement and the Plan must be referenced for a complete description of the exculpation, injunction, and release provisions included directly below.

### ***Defined Terms***

“**Asbestos Insurance Policy**” means the insurance policies identified on Exhibit H of the Plan and any other insurance policy of Hopeman, whether known or unknown, that provides or potentially provides coverage for any Channeled Asbestos Claim.

“**Asbestos Insurance Settlement**” means (a) the Certain Settling Insurers Agreement; (b), with the exception of the Certain Settling Insurers Agreement, each agreement that, prior to the Effective Date, has been entered into by an Asbestos Insurer and Hopeman with consent of the Committee and approved by Final Order of the Bankruptcy Court; or (c) any agreement that satisfies the requirements of clauses (a) through (c) of Section 8.17 of the Plan.

“**Asbestos Insurer**” means any Entity, including any insurance company, broker, or guaranty association, that has issued, or that has any actual or potential liabilities, duties or obligations under or with respect to any Asbestos Insurance Policy.

“**Certain Settling Insurers Agreement**” means the Settlement Agreement and Release, dated as of July 10, 2024 by and among Hopeman, Continental Casualty Company, Fidelity & Casualty Company, Lexington Insurance Company, Granite State Insurance Company, the Insurance Company of the State of Pennsylvania, National Union fire Insurance Company of Pittsburgh, PA, and General Reinsurance Corporation.

“**Committee**” means the Official Committee of Unsecured Creditors appointed by the Office of the United States Trustee for the Eastern District of Virginia in this Chapter 11 Case on July 22, 2024.

“**Entity**” means any Person or organization created by law, including, without limitation, any individual, company, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

“**Exculpated Parties**” means, collectively, (a) Hopeman, (b) the Committee, solely in its capacity as such, (c) the Future Claimants’ Representative, solely in her capacity as such, and (d) Professionals of any of the foregoing Entities, solely in their capacity as such.

“**Hopeman**” means (a) Hopeman Brothers, Inc., a Virginia corporation, and its predecessors; and (b) the debtor and Debtor in Possession in the Chapter 11 Case.

“**Person**” means person as defined in section 101(41) of the Bankruptcy Code.

**“Protected Party”** means each of the following:

- (a) Hopeman or Reorganized Hopeman;
- (b) current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, solely in their respective capacities as such; or
- (c) any Settled Asbestos Insurer, solely in its capacity as such.

**“Released Party”** means current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, except Wayne, solely in their respective capacities as such.

**“Releasing Party”** means collectively: (a) all holders of Claims that vote to accept or are presumed to accept the Plan; (b) all holders of Claims that abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (c) all holders of Claims and Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; and (d) with respect to Hopeman and each of the foregoing Entities in clauses (a) through (c), such Entity and its current and former affiliates, and such Entities’ and their current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), interest holders, predecessors, successors, and assigns.

**“Representative”** means, with respect to any specified Entity, any current or former officer, director, employee, agent, attorney, accountant, financial advisor, expert, consultant, or other representative of any specified Entity.

**“Settled Asbestos Insurer”** means any Asbestos Insurer that is a party to an Asbestos Insurance Settlement.

### ***Section 10.2 Hopeman Discharge Injunction***

Except as specifically provided in the Plan (including Section 8.12, Section 8.13, Section 8.15, and Section 8.16 of the Plan), any of the other Plan Documents, or the Confirmation Order, all Entities who have held, hold, or may hold Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against Hopeman are permanently enjoined, on and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand, other than to enforce any right to a Distribution pursuant to the Plan or any other right provided under the Plan; (b) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (c) creating, perfecting, or enforcing any Encumbrance of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to Hopeman or against the property or interests in property of Hopeman, with respect to such Claim or Demand; and/or (e)

commencing or continuing any action, in any manner, against Hopeman, Reorganized Hopeman, or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of Hopeman (including, without limitation, Reorganized Hopeman) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against Hopeman at any time, to the extent that such judgment relates to a discharged Claim or Demand.

### ***Section 10.3 Asbestos Permanent Channeling Injunction***

Pursuant to sections 105(a) and 524(g) of the Bankruptcy Code, and except as otherwise provided in the Plan (including Article VIII of the Plan), any of the other Plan Documents, and the Confirmation Order, the Confirmation Order shall provide for the issuance of the following injunction to take effect upon the occurrence of the Effective Date:

(a) Scope of Injunction. All Entities that have held or asserted, or hold or assert, or may hold or assert in the future any Channeled Asbestos Claim shall be permanently stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery on account of any such Channeled Asbestos Claim, including:

(i) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum against or affecting any Protected Party or any property or interest in property of any Protected Party;

(ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interest in property of any Protected Party;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interest in property of any Protected Party;

(iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interest in property of any Protected Party; and

(v) proceeding in any manner and in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Asbestos Trust, except in conformity and compliance with the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures.

(b) Reservations. Notwithstanding anything to the contrary above, this Asbestos Permanent Channeling Injunction shall not stay, restrain, bar, or enjoin:

- (i) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;
- (ii) the rights of Entities to assert any Channeled Asbestos Claim against the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures, or any claim for payment of an Asbestos Trust Expense against the Asbestos Trust;
- (iii) the rights of Channeled Asbestos Claimants to assert any and all claims or causes of action against any Entities that are not Protected Parties;
- (iv) the rights of the Asbestos Trust or, if applicable, Reorganized Hopeman to prosecute a claim or cause of action based on, arising from, or attributable to any of the Asbestos Trust Assets against any Entity that is not a Protected Party;
- (v) any action or suit against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne that strictly conforms to the requirements of Section 8.12 of the Plan;
- (vi) any action, suit, or Claimant Action permitted or authorized under Section 8.13 of the Plan against any Non-Settling Asbestos Insurer; or
- (vii) any claim, crossclaim, or third-party demand in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or any direct action against any Non-Settling Asbestos Insurer of Hopeman or Wayne, in each case that strictly conforms to the requirements of Section 8.15 of the Plan.

#### ***Section 10.4 Exculpation***

None of the Exculpated Parties shall have or incur any liability to any Entity for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) negotiation, formulation and preparation of the Plan and the other Plan Documents, and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents; (c) pursuit of confirmation of the Plan; (d) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Asbestos Trust Distribution Procedures; (e) the releases and injunctions contained in the Plan; or (f) the management or operation of Hopeman during the Chapter 11 Case. Without limiting the generality of the foregoing, the Exculpated Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

#### ***Section 10.6 Release of Hopeman's Directors and Officers by Releasing Parties***

Except as provided in Section 8.13(c) and Section 8.15 of the Plan and in addition to the protections afforded to the Released Parties as Protected Parties under the Asbestos Permanent Channeling Injunction, and in consideration for the obligations of Hopeman and Reorganized Hopeman under the Plan, each Releasing Party and the Asbestos Trust shall waive and release any and all Causes of Action that such holder, did commence or could have commenced against any

such Released Party that is based upon, attributable to, or arising from any acts or omissions of Released Party occurring prior to the Effective Date or in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no release of the Released Parties shall diminish, reduce, or eliminate the duties of any Asbestos Insurer under any Asbestos Insurance Policy or any Asbestos CIP Agreement.

***Section 10.8 No Actions on Account of Released Claims***

Except as provided in the Plan, as of the Effective Date, all Entities that have held, currently hold or may hold any claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities that are released pursuant to the Plan shall be permanently enjoined from taking any of the following against a released Entity, or any of its property, on account of such released claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to any released Entity; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

**PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:**

**Hopeman Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245**

**If you would like to coordinate hand delivery of your Ballot, please submit your request by visiting Hopeman's restructuring website at:  
<https://www.veritaglobal.net/hopeman/inquiry> and provide the anticipated date and time of your delivery.**

**OR**

**Send your Ballot to the Balloting Agent's dedicated email address at  
[hopemanballots@veritaglobal.com](mailto:hopemanballots@veritaglobal.com).**

**The Balloting Agent's dedicated email address is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile or other means of electronic transmission will not be counted.**

**Holders of Claims who cast a Ballot via the Balloting Agent's dedicated email address should NOT also submit a paper Ballot.**

**IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE 1 ● 2025, AT 4:00 P.M., (PREVAILING EASTERN TIME), AND IF THE VOTING AND RELEASE OPT-OUT DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE PLAN PROPONENT'S DISCRETION.**

**VOTING INSTRUCTIONS FOR CLASS 4 (ASBESTOS CLAIMS)**  
**INDIVIDUAL BALLOT**

1. This Ballot is submitted to you in connection with the solicitation of votes of holders of Claims in Class 4 (Channeled Asbestos Claims) to accept (vote in favor of) or reject (vote against) the Plan. **Please read the Plan and Disclosure Statement carefully before completing this ballot. Digital copies of the Plan and Disclosure Statement can be found on the flash drive enclosed in the packet you received.** You may wish to seek legal advice concerning the Plan and the classification and treatment of your claim under the Plan.

2. **ITEM 1: Cast one vote to accept (vote in favor of) or reject (vote against) the Plan by checking the appropriate box.** If you submit a signed Ballot but fail to indicate whether you accept or reject the Plan or if you indicate that you accept and reject the Plan, your vote will not be counted as either an acceptance of the Plan or a rejection of the Plan.

3. **ITEM 2:** If you voted to reject the Plan, or if you abstained from voting on the Plan, indicate whether you elect **not** to grant the release contained in section 10.6 of the Plan by checking the box. For more information regarding the Holders' Release of Hopeman's Directors and Officers contained in section 10.6 of the Plan, please refer to the Plan Exculpation, Injunction, and Release Provisions attached to the Ballot.

6. **ITEM 3:** Print or type the name of the claimant and provide the claimant's current mailing address.

7. **ITEM 4:** Provide the last four digits of the injured person's Social Security number. If you do not so provide, the Ballot will not be counted.

8. **ITEM 5:** Provide the telephone number for the claimant.

9. **ITEM 6:** Item 6 of the Ballot requires you to provide certain certifications. By signing and returning a Ballot, the claimant/authorized agent certifies that the claimant, upon information and belief, holds an Asbestos Claim. If you are completing the Ballot on behalf of another person or entity, indicate your relationship to such person or entity and the capacity in which you are signing. Proof of such capacity is to be provided upon request.

10. **SIGN AND DATE THE BALLOT.** Unsigned documents will not be counted.

11. **RETURN ALL PAGES OF THE BALLOT IN THE PRE-ADDRESSED ENVELOPE.** Ballots transmitted by facsimile or other electronic means, will not be counted. Ballots delivered to the Bankruptcy Court, Hopeman, or any other person other than the Balloting Agent will not be counted.

12. To have your vote counted, the Ballot must be completed, signed, dated, and returned so that it is **actually received** not later than **4:00 p.m. (prevailing Eastern Time), on [●], 2025** (the "Voting and Release Opt-Out Deadline"), unless such time is extended by the Plan Proponents, as set forth in the Ballot.

13. This Ballot will not constitute or be deemed a Proof of Claim or Equity Interest, an assertion of a Claim or an Equity Interest, the Allowance of a Claim or an Equity Interest, or the



acceptance or liquidation of any Asbestos Claim for purposes of distribution from the Asbestos Trust. None of the information set forth in this Ballot shall constitute an admission by Hopeman as to the extent, validity, or priority of the Claim voted herein, nor shall anything contained herein be binding upon Hopeman or the claimant in any subsequent claims resolution process or other proceeding.

14. If you are an individual and intend for your attorney to vote your Claim, you must return the completed Ballot to your attorney or arrange for your attorney to vote on your behalf well in advance of the Voting and Release Opt-Out Deadline, so that your vote may be included on a Master Ballot before the Voting and Release Opt-Out Deadline.

15. The Ballot may not be used for any purpose other than to transmit a vote on the Plan.

16. **You must vote the full amount of your Class 4 Asbestos Claim either to accept/vote in favor of or to reject/vote against the Plan and may not split your vote.** The vote of any holder of an Asbestos Claim who attempts partially to reject (vote against) and partially to accept (vote in favor of) the Plan shall not be counted.

17. If you submit more than one Ballot voting the same Asbestos Claim prior to the Voting and Release Opt-Out Deadline, then only the last dated timely-filed Ballot shall be counted.

18. The Balloting Agent is authorized in its sole and absolute discretion, but is not obligated, to contact you to cure any defects in the Ballot.

19. This Ballot is for individual holders of Asbestos Claims only. If you believe that you have received the wrong Ballot, please contact the Balloting Agent immediately.

20. The Plan will be found to have been accepted by Class 4 if it is accepted by more than seventy-five percent (75%) of holders of Asbestos Claims in Class 4 voting on the Plan. If an order confirming the Plan is issued by the Bankruptcy Court (or the District Court, as applicable), all holders of Equity Interests in, and any and all holders of Claims against, Hopeman (including those who reject the Plan, abstain from voting on the Plan, or are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

21. **To be counted, it is imperative that you sign and date your Ballot and that you provide the last four digits of the injured party's Social Security number. A Ballot that does not contain this required information will not be counted.**

22. **Do not include medical records with this Ballot. Medical records cannot be returned by the Balloting Agent.**

23. **If you have any questions regarding this Ballot, or if you did not receive a return envelope with your Ballot, or if you did not receive a copy of the Plan or Disclosure Statement, or if you believe you have received the wrong Ballot, or if you need additional copies of this Ballot or other enclosed materials, please contact the Balloting Agent at (877) 709-4752 (toll free) or +1 (424) 236-7232 (international) or send an inquiry to: <https://www.veritaglobal.net/hopeman/inquiry>.**

**To be counted, this Ballot must be actually received by the Balloting Agent by 4:00 p.m. (prevailing eastern time) on or before [●], 2025**

**EXHIBIT 2C**

Form of Master Ballot  
Class 4 (Channeled Asbestos Claims)

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

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

**MASTER BALLOT TO ACCEPT OR REJECT HOPEMAN’S PLAN**

**Class 4 (Asbestos Claims)**

**Please read and follow the enclosed instructions carefully before completing this Master Ballot.**

**To be counted, the Balloting Agent must *actually receive* your returned and completed Master Ballot by [●], 2025, at 4:00 pm (prevailing Eastern Time) (the “Voting and Release Opt-Out Deadline”).**

**Article X of the Plan contains release, exculpation, and injunction provisions. These provisions are included in the Master Ballot. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting.**

This master ballot (the “Master Ballot”) is provided to you in your capacity as counsel for one or more holders of Asbestos Claims (each, a “Holder”) to solicit their votes to accept or reject the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended from time to time, the “Plan”) for Hopeman Brothers, Inc. (“Hopeman”).<sup>1</sup> The Plan is jointly proposed by Hopeman and the Official Committee of Unsecured Creditors (the “Committee,” and together with Hopeman, the “Plan Proponents”). The Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by order entered on [●], 2025 (the “Solicitation Procedures Order”). Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

Please use this Master Ballot to cast votes on behalf of your clients to accept or reject the Plan if (a) your clients are, as of [●], 2025 (the “Voting Record Date”), holders of Asbestos Claims against Hopeman and (b) you are authorized under applicable law by each of the holders of

<sup>1</sup> Capitalized terms used in this Ballot or the attached instructions that are not defined herein have the meanings given to them in the Plan.

Asbestos Claims listed on the Master Ballot Exhibit for Class 4 (Channeled Asbestos Claims) attached to this Master Ballot (the “Master Ballot Exhibit”) to vote on behalf of such holders.

**The Plan provides for the issuance of the Asbestos Permanent Channeling Injunction pursuant to sections 105(a) and 524(g) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the injunction, see section VIII.H of the Disclosure Statement and Article X of the Plan. Article X of the Plan also proposes certain releases and exculpations, pursuant to which certain parties are released from liability or exculpated for a variety of claims.**

Your clients’ rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Master Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them (a) at no charge from Kurtzman Carson Consultants LLC dba Verita Global (the “Balloting Agent”) by: (i) accessing Hopeman’s restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Ballot Processing Center c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) send an inquiry to: <https://www.veritaglobal.net/hopeman/inquiry>; or (b) for a fee via PACER on the Bankruptcy Court’s website at [www.vaeb.uscourts.gov](http://www.vaeb.uscourts.gov).

**This Master Ballot is to be used by counsel only for voting on behalf of individual Holders of Asbestos Claims in Class 4 (Channeled Asbestos Claims).** The Plan provides different treatment for different Classes of Claims or Equity Interests. Asbestos Claims (as defined in the Plan) are included in Class 4 under the Plan. This treatment also is described in the Disclosure Statement. **If you have any questions on how to complete this Master Ballot properly, please refer to the attached instructions.**

**If your Master Ballot is not received by the Balloting Agent on or before 4:00 p.m., prevailing Eastern Time, on [●], 2025, and such deadline is not extended, the votes registered on your Master Ballot will not count as either an acceptance or a rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court, it will be binding on your clients whether or not you vote on their behalf.**

With respect to any Holder of an Asbestos Claim you represent, if you: (i) are unable to certify that you have the authority to vote on the Plan on behalf of such Holder, or (ii) wish such Holder to cast his or her own Ballot on the Plan, you must furnish the Balloting Agent with a list setting forth the name and address for each such Holder within five (5) business days of receiving a copy of this Ballot; provided, that, if such list contains more than twenty (20) such holders, such information must be provided in electronic format by email or secure file transfer, preferably in Microsoft Excel format.

Master Ballots transmitted by facsimile or electronic means other than the Balloting Agent’s dedicated email address will not be counted. Master Ballots delivered to the Bankruptcy Court, Hopeman, or any other person other than the Balloting Agent will not be counted.

If an order confirming the Plan is issued by the Bankruptcy Court, all holders of Claims against, and Equity Interests in, Hopeman (including those who vote to reject the Plan, abstain from voting on the Plan, or are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

Instructions for completing the Master Ballot follow the Master Ballot. Please read the instructions, the Plan, and Disclosure Statement carefully before completing the Master Ballot.

If an additional Master Ballot is needed, please do not photocopy this Masters Ballot, but rather request an additional Master Ballot from the Balloting Agent.

Please complete the following:

**ITEM 1. TABULATION OF VOTES WITH RESPECT TO THE PLAN.**

Each Holder of an Asbestos Claim must vote his or her entire Claim either to accept (vote in favor of) or reject (vote against) the Plan. A Holder of an Asbestos Claim may not split his or her vote within a Class. Accordingly, the vote of any Holder of an Asbestos Claim who attempts to partially reject and partially accept the Plan shall not be counted. If the Master Ballot is signed and timely sent to the Balloting Agent but does not designate either acceptance or rejection of the Plan (or indicates both acceptance *and* rejection of the Plan) for any particular Claim, the Master Ballot will not be counted as a vote on the Plan solely with respect to that Claim. If you cast more than one Master Ballot and vote more than once on account of the same individual Asbestos Claim, the latest-dated Master Ballot received before the Voting and Release Opt-Out Deadline will be deemed to reflect the Holder's intent and thus to supersede any prior Master Ballots with respect to such Holder.

The Balloting Agent is authorized in its sole and absolute discretion, but is not obligated, to contact you to cure any defects in the Master Ballot. Only those Master Ballots *actually received* by the Voting and Release Opt-Out Deadline will be tabulated.

**For claimants holding an Asbestos Claim in Class 4 (Channeled Asbestos Claims) please mark one of the boxes below:**

- All Class 4 Asbestos Claims listed on the Master Ballot Exhibit **ACCEPT (VOTE IN FAVOR OF)** the Plan.
- All Class 4 Asbestos Claims listed on the Master Ballot Exhibit **REJECT (VOTE AGAINST)** the Plan.
- Some of the individuals listed on the Master Ballot Exhibit **ACCEPT (VOTE IN FAVOR OF)** the Plan while other individuals listed on the Master Ballot Exhibit **REJECT (VOTE AGAINST)** the Plan.

**ITEM 2. SUMMARY OF VOTES.** Please summarize the votes of the holders of Asbestos Claims for whom you are voting on the table below.

Number of Votes ACCEPTING/ VOTING IN FAVOR OF Plan	Number of Votes REJECTING/ VOTING AGAINST Plan	Number of Elections to Opt-Out of the Holders' Release of Hopeman's Directors and Officers <sup>2</sup>

**ITEM 3. EXHIBIT OF INDIVIDUAL HOLDERS OF ASBESTOS CLAIMS REPRESENTED BY COUNSEL.** Please prepare and complete the Master Ballot Exhibit. The Master Ballot Exhibit shall be prepared as an electronic document in Microsoft Excel or similar format, consistent with the format attached hereto, and be transmitted to the Balloting Agent via email or secure file transfer. An electronic template of the Master Ballot Exhibit is available from the Balloting Agent upon request. The Master Ballot Exhibit must include the following information: (i) the name of the injured party (with first name, last name, middle initial, and suffix listed in separate columns); (ii) the last four digits of the injured party's Social Security number, (iii) date of birth; (iv) date of death, if applicable, (v) whether each individual holder of an Asbestos Claim had an agreed upon prepetition settlement amount that, for whatever reason, was not paid by Hopeman as of the Petition Date; (vi) whether each individual holder of an Asbestos Claim who either voted to reject the Plan or abstained from voting on the Plan elects not to consent to the release contained in section 10.6 of the Plan; and (vii) whether each individual Holder of an Asbestos Claim votes to accept (votes in favor of) or reject (votes against) the Plan. Any vote on behalf of a Holder of an Asbestos Claim submitted without inclusion of the name and the last four digits of a valid Social Security number of the claimant (or the injured person, if different from the claimant) will not be counted.

**ITEM 4. CERTIFICATION OF COUNSEL: REQUIRED CERTIFICATIONS REGARDING ASBESTOS CLAIMS.** No vote for or against the Plan by or on behalf of a Holder of an Asbestos Claim shall be counted by the Balloting Agent unless the Master Ballot reflecting such vote is submitted to the Balloting Agent with written certifications, in the form contained on the Master Ballot. By signing this Master Ballot, the undersigned certifies that the following statements are true and correct:

---

<sup>2</sup> Only applicable for holders of Asbestos Claims who vote to reject the Plan or abstain from voting on the Plan.

- I have been provided with a copy of the Disclosure Statement (with the Plan attached as an exhibit), this Master Ballot, and the Combined Hearing Notice.
- I am authorized under applicable law by each of the holders of the Asbestos Claims listed on the Master Ballot Exhibit accompanying this Master Ballot to vote each of their Asbestos Claims to accept or reject the Plan, as indicated on the exhibit.
- Each holder identified on the exhibit attached hereto has, on information and belief, an Asbestos Claim (as defined in the Plan) against Hopeman.
- I acknowledge that an otherwise properly completed, executed, and timely returned Master Ballot failing to indicate either acceptance or rejection of the Plan for each holder listed on the Master Ballot Exhibit, or the same indicates both acceptance and rejection of the Plan, will not be counted.

\_\_\_\_\_  
Print or Type Name of Attorney Completing Ballot

\_\_\_\_\_  
Law Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

( )	( )
_____ Telephone Number	_____ Facsimile Number

\_\_\_\_\_  
Email Address for Acknowledgement

SIGN AND DATE BELOW:

Please check if applicable:

\_\_\_\_\_  
Signature

**Address correction**

\_\_\_\_\_  
Date

**Address not previously provided**

**PLAN EXCULPATION, INJUNCTION, AND RELEASE PROVISIONS**



The Disclosure Statement and the Plan must be referenced for a complete description of the exculpation, injunction, and release provisions included directly below.

***Defined Terms***

“**Asbestos Insurance Policy**” means the insurance policies identified on Exhibit H of the Plan and any other insurance policy of Hopeman, whether known or unknown, that provides or potentially provides coverage for any Channeled Asbestos Claim.

“**Asbestos Insurance Settlement**” means (a) the Certain Settling Insurers Agreement; (b), with the exception of the Certain Settling Insurers Agreement, each agreement that, prior to the Effective Date, has been entered into by an Asbestos Insurer and Hopeman with consent of the Committee and approved by Final Order of the Bankruptcy Court; or (c) any agreement that satisfies the requirements of clauses (a) through (c) of Section 8.17 of the Plan.

“**Asbestos Insurer**” means any Entity, including any insurance company, broker, or guaranty association, that has issued, or that has any actual or potential liabilities, duties or obligations under or with respect to any Asbestos Insurance Policy.

“**Certain Settling Insurers Agreement**” means the Settlement Agreement and Release, dated as of July 10, 2024, by and among Hopeman, Continental Casualty Company, Fidelity & Casualty Company, Lexington Insurance Company, Granite State Insurance Company, the Insurance Company of the State of Pennsylvania, National Union fire Insurance Company of Pittsburgh, PA, and General Reinsurance Corporation.

“**Committee**” means the Official Committee of Unsecured Creditors appointed by the Office of the United States Trustee for the Eastern District of Virginia in this Chapter 11 Case on July 22, 2024.

“**Entity**” means any Person or organization created by law, including, without limitation, any individual, company, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

“**Exculpated Parties**” means, collectively, (a) Hopeman, (b) the Committee, solely in its capacity as such, (c) the Future Claimants’ Representative, solely in her capacity as such, and (d) Professionals of any of the foregoing Entities, solely in their capacity as such.

“**Hopeman**” means (a) Hopeman Brothers, Inc., a Virginia corporation, and its predecessors; and (b) the debtor and Debtor in Possession in the Chapter 11 Case.

“**Person**” means person as defined in section 101(41) of the Bankruptcy Code.

**“Protected Party”** means each of the following:

1. Hopeman or Reorganized Hopeman;
2. current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, solely in their respective capacities as such; or
3. any Settled Asbestos Insurer, solely in its capacity as such.

**“Released Party”** means current and former directors, officers, or employees of Hopeman, or any past or present Affiliate of Hopeman, except Wayne, solely in their respective capacities as such.

**“Releasing Party”** means collectively: (a) all holders of Claims that vote to accept or are presumed to accept the Plan; (b) all holders of Claims that abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; (c) all holders of Claims and Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable form indicating that they opt not to grant the releases provided in the Plan in accordance with the procedures set forth in the Solicitation Procedures Order; and (d) with respect to Hopeman and each of the foregoing Entities in clauses (a) through (c), such Entity and its current and former affiliates, and such Entities’ and their current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), interest holders, predecessors, successors, and assigns.

**“Representative”** means, with respect to any specified Entity, any current or former officer, director, employee, agent, attorney, accountant, financial advisor, expert, consultant, or other representative of any specified Entity.

**“Settled Asbestos Insurer”** means any Asbestos Insurer that is a party to an Asbestos Insurance Settlement.

### ***Section 10.2 Hopeman Discharge Injunction***

Except as specifically provided in the Plan (including Section 8.12, Section 8.13, Section 8.15, and Section 8.16 of the Plan), any of the other Plan Documents, or the Confirmation Order, all Entities who have held, hold, or may hold Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against Hopeman are permanently enjoined, on and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand, other than to enforce any right to a Distribution pursuant to the Plan or any other right provided under the Plan; (b) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (c) creating, perfecting, or enforcing any Encumbrance of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (d) asserting any right of setoff,

subrogation, or recoupment of any kind against any obligation due to Hopeman or against the property or interests in property of Hopeman, with respect to such Claim or Demand; and/or (e) commencing or continuing any action, in any manner, against Hopeman, Reorganized Hopeman, or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of Hopeman (including, without limitation, Reorganized Hopeman) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against Hopeman at any time, to the extent that such judgment relates to a discharged Claim or Demand.

### ***Section 10.3 Asbestos Permanent Channeling Injunction***

Pursuant to sections 105(a) and 524(g) of the Bankruptcy Code, and except as otherwise provided in the Plan (including Article VIII of the Plan), any of the other Plan Documents, and the Confirmation Order, the Confirmation Order shall provide for the issuance of the following injunction to take effect upon the occurrence of the Effective Date:

- (a) **Scope of Injunction.** All Entities that have held or asserted, or hold or assert, or may hold or assert in the future any Channeled Asbestos Claim shall be permanently stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery on account of any such Channeled Asbestos Claim, including:
- (i) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum against or affecting any Protected Party or any property or interest in property of any Protected Party;
  - (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interest in property of any Protected Party;
  - (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interest in property of any Protected Party;
  - (iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interest in property of any Protected Party; and
  - (v) proceeding in any manner and in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Asbestos Trust, except in conformity and compliance with the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures.

(b) Reservations. Notwithstanding anything to the contrary above, this Asbestos Permanent Channeling Injunction shall not stay, restrain, bar, or enjoin:

- (i) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;
- (ii) the rights of Entities to assert any Channeled Asbestos Claim against the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures, or any claim for payment of an Asbestos Trust Expense against the Asbestos Trust;
- (iii) the rights of Channeled Asbestos Claimants to assert any and all claims or causes of action against any Entities that are not Protected Parties;
- (iv) the rights of the Asbestos Trust or, if applicable, Reorganized Hopeman to prosecute a claim or cause of action based on, arising from, or attributable to any of the Asbestos Trust Assets against any Entity that is not a Protected Party;
- (v) any action or suit against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne that strictly conforms to the requirements of Section 8.12 of the Plan;
- (vi) any action, suit, or Claimant Action permitted or authorized under Section 8.13 of the Plan against any Non-Settling Asbestos Insurer; or
- (vii) any claim, crossclaim, or third-party demand in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or any direct action against any Non-Settling Asbestos Insurer of Hopeman or Wayne, in each case that strictly conforms to the requirements of Section 8.15 of the Plan.

#### ***Section 10.4 Exculpation***

None of the Exculpated Parties shall have or incur any liability to any Entity for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) negotiation, formulation and preparation of the Plan and the other Plan Documents, and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents; (c) pursuit of confirmation of the Plan; (d) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Asbestos Trust Distribution Procedures; (e) the releases and injunctions contained in the Plan; or (f) the management or operation of Hopeman during the Chapter 11 Case. Without limiting the generality of the foregoing, the Exculpated Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

***Section 10.6 Release of Hopeman's Directors and Officers by Releasing Parties***

Except as provided in Section 8.13(c) and Section 8.15 of the Plan and in addition to the protections afforded to the Released Parties as Protected Parties under the Asbestos Permanent Channeling Injunction, and in consideration for the obligations of Hopeman and Reorganized Hopeman under the Plan, each Releasing Party and the Asbestos Trust shall waive and release any and all Causes of Action that such holder, did commence or could have commenced against any such Released Party that is based upon, attributable to, or arising from any acts or omissions of Released Party occurring prior to the Effective Date or in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no release of the Released Parties shall diminish, reduce, or eliminate the duties of any Asbestos Insurer under any Asbestos Insurance Policy or any Asbestos CIP Agreement.

***Section 10.8 No Actions on Account of Released Claims***

Except as provided in the Plan, as of the Effective Date, all Entities that have held, currently hold or may hold any claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities that are released pursuant to the Plan shall be permanently enjoined from taking any of the following against a released Entity, or any of its property, on account of such released claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to any released Entity; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

**PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:**

**Hopeman Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC d/b/a Verita Global  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245**

**If you would like to coordinate hand delivery of your Ballot, please submit your request by visiting Hopeman's restructuring website at:  
<https://www.veritaglobal.net/hopeman/inquiry> and provide the anticipated date and time of your delivery.**

**OR**

**Send your Master Ballot to the Balloting Agent's dedicated email address at  
[hopemanballots@veritaglobal.com](mailto:hopemanballots@veritaglobal.com).**

**The dedicated email address is the sole manner in which Master Ballots will be accepted via electronic or online transmission, and Master Ballots submitted by facsimile, or other means of electronic transmission will not be counted.**

**If you cast your Master Ballot via the Balloting Agent's dedicated email address, you should NOT also submit a paper Master Ballot.**

**IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE [●] 2025, AT 4:00 P.M., (PREVAILING EASTERN TIME), AND IF THE VOTING AND RELEASE OPT-OUT DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE PLAN PROPONENT'S DISCRETION.**

**VOTING INSTRUCTIONS FOR COMPLETING  
MASTER BALLOT FOR CLASS 4 ASBESTOS CLAIMS**

1. This Master Ballot is submitted to you in connection with the solicitation of votes of individual holders of Asbestos Claims to accept or reject the Plan. The Disclosure Statement and Plan are being provided to you on the enclosed flash drive unless otherwise requested. Capitalized terms used but not defined in this Master Ballot shall have the meanings given in the Plan. **Please read the Plan and Disclosure Statement carefully before completing the Master Ballot.**

2. This Master Ballot is to be used by counsel for individual holders of Asbestos Claims who are authorized to vote on behalf of those clients to accept or reject the Plan.

3. To have the votes reflected on the Master Ballot counted, the Master Ballot must be completed, dated, signed, and returned so that it is *actually received* by the Balloting Agent, not later than **4:00 p.m. (prevailing Eastern Time), on [●], 2025** (the “Voting and Release Opt-Out Deadline”), unless such time is extended by the Plan Proponents, as set forth in the Master Ballot

4. Ballots transmitted by facsimile or other electronic means will not be counted. However, the Balloting Agent may, in its sole discretion, grant any person or entity submitting a Master Ballot permission in writing to submit such Master Ballot by electronic transmission. Ballots delivered to the Bankruptcy Court, Hopeman, or any other person other than the Balloting Agent will not be counted.

5. This Master Ballot will not constitute or be deemed a Proof of Claim or Equity Interest, an assertion of a Claim or an Equity Interest, the Allowance of a Claim or an Equity Interest, or the acceptance or liquidation of any Asbestos Claim for purposes of distribution from the Asbestos Trust. None of the information set forth in this Master Ballot shall constitute an admission by Hopeman as to the extent, validity, or priority of the Claim voted herein, nor shall anything contained herein be binding upon Hopeman or the claimant in any subsequent claims resolution process or other proceeding.

6. The Master Ballot may not be used for any purpose other than to transmit the votes to accept/in favor of or reject/against the Plan.

7. Multiple Master Ballots may be completed and delivered to the Balloting Agent. Votes reflected by multiple Master Ballots will be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last dated Master Ballot received prior to the Voting and Release Opt-Out Deadline will, to the extent of such inconsistency, govern. If more than one Master Ballot is submitted and the later Master Ballot(s) supplement(s) rather than duplicate(s) earlier Master Ballot(s), please designate the subsequent Master Ballot(s) as “Supplement” and clearly mark which of the votes reflected thereon are additional or changed votes. Notwithstanding the foregoing, if two votes are received for the same claimant, and the votes are filed by different counsel, the claimant’s vote will be counted only once, and only if the votes are consistent. If the votes are not consistent, neither vote will be counted.

8. Each holder of an Asbestos Claim must vote his or her entire Claim either to accept (vote in favor of) or to reject (vote against) the Plan. A holder of an individual Asbestos Claim may not split his or her vote within a Class. Accordingly, any Asbestos Claim that purports to partially reject and partially accept the Plan shall not be counted at all as a vote. With respect to each holder of an Asbestos Claim that has authorized you to vote his or her Asbestos Claim on the Master Ballot, you must clearly designate either acceptance or rejection of the Plan. If this Master Ballot is signed and timely received by the Balloting Agent but does not designate either acceptance or rejection of the Plan, or both acceptance *and* rejection of the Plan for any particular Claim, it shall not be counted as a vote on the Plan as to that Claim. The Balloting Agent is authorized in its sole and absolute discretion, but is not obligated, to contact you to cure any defects in the Master Ballot. Only those Master Ballots *actually received* by the Voting and Release Opt-Out Deadline will be tabulated.

**9. Each Asbestos Claim shall be counted in the amount of \$1.00, which amount is solely for purposes of voting on the Plan and does not constitute an allowance or liquidation of such Asbestos Claim for purposes of distribution from the Asbestos Trust or any other purpose.**

10. Completion of this Master Ballot requires that you compile a Master Ballot Exhibit (in the format attached hereto), certifying a list of the clients represented by you who have Asbestos Claims.

#### **ITEM 1**

11. Item 1 of the Master Ballot requires you to indicate which of your clients, as the holders of an Asbestos Claim listed on the Master Ballot Exhibit (the “Voting Clients”), accept (vote in favor of) the Plan and which of your clients listed on the Master Ballot Exhibit reject (vote against) the Plan. If all your Voting Clients listed have authorized you to accept the Plan, you may check the box indicating the same. If all your clients listed have authorized you to reject the Plan, you may check the box indicating the same. If some of your clients listed have authorized you to accept the Plan, while others have authorized you to reject the Plan, please check the box indicating the same.

#### **ITEM 2**

12. Item 2 of the Master Ballot also requires you to complete a summary of the votes to accept (vote in favor of) or to reject (vote against) the Plan, as well as indicate the summary of holders of Asbestos Claims who (i) either voted to reject the Plan or abstained from voting on the Plan; and (ii) elects to opt-out of the Holders’ Release of Hopeman’s Directors and Officers as contained in section 10.6 of the Plan. To complete Item 2, first prepare the Master Ballot Exhibit, taking care to specify for each of your clients whether such client accepts (votes in favor of) or rejects (votes against) the Plan. Use the table in Item 2 to summarize these totals.

#### **ITEM 3**

13. Item 3 of the Master Ballot requires you to attach a Master Ballot Exhibit to the Master Ballot, listing each holder of an Asbestos Claim that you represent. The Master Ballot Exhibit, the format of which is attached hereto, must clearly identify your law firm on each page



and list in separate columns the following information for each holder of an Asbestos Claim on whose behalf you are voting: (i) the name of the injured party (with first name, last name, middle initial, and suffix listed in separate columns); (ii) the last four digits of the injured party's Social Security number; (iii) date of birth; (iv) date of death, if applicable; (v) an address for service of notices (which can be the address of the law firm representing the holder); and (vi) whether each individual holder of an Asbestos Claim votes to accept (vote in favor of) or to reject (vote against) the Plan. Any vote on behalf of a holder of an Asbestos Claim submitted without inclusion of the name and the last four digits of a valid Social Security number of such claimant (or of the injured person, if different from the claimant) will not be counted. You must state the total number of acceptances and total number of rejections by the holders of Asbestos Claims that you represent, as reflected in the Master Ballot Exhibit.

14. If you are returning the Master Ballot via first class mail, overnight courier, or hand delivery, the Master Ballot Exhibit must be submitted on a flash drive in Microsoft Excel or similar format and enclosed with the Master Ballot.

15. If you are submitting the Master Ballot via the dedicated email address (hopemanballots@veritaglobal.com), the Master Ballot Exhibit must be submitted in electronic format pursuant to the Solicitation Procedures instructions enclosed.

#### **ITEM 4**

16. Item 4 requires that you make certain certifications as a prerequisite to the submission of votes on behalf of voting clients. Please ensure that you have read and understood the certifications prior to signing the Master Ballot, and that the certification is correct for each Asbestos Claim voted on the Master Ballot.

17. Please sign and date your Master Ballot.

18. Provide your name, mailing address, and telephone number.

19. Contact the Balloting Agent if you need any additional information.

20. The Plan will be found to have been accepted by Class 4 if it is accepted by more than seventy-five percent (75%) of holders of Asbestos Claims in Class 4 voting on the Plan. If an order confirming the Plan is issued by the Bankruptcy Court (or the District Court, as applicable), all holders of Equity Interests in, and any and all holders of Claims against, Hopeman (including those who reject the Plan, abstain from voting on the Plan, or are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

21. Nothing contained herein or in the enclosed documents shall constitute authority for you or any other person to act as the agent of Hopeman or the Balloting Agent or authorize you or any other person to use any document or make any statements on behalf of Hopeman or the Balloting Agent with respect to the Plan, except for the statements contained in the enclosed documents.

**22. Except as provided herein, Master Ballots transmitted by facsimile or other electronic means shall not be counted.**

**23. Do not include medical records with this Master Ballot. Medical records cannot be returned by the Balloting Agent.**

**24. If you have any questions regarding this Master Ballot, or if you did not receive a return envelope with your Master Ballot, or if you did not receive a copy of the Plan or Disclosure Statement, or if you believe you have received the wrong Master Ballot, or if you need additional copies of this Master Ballot or other enclosed materials, please contact the Balloting Agent at (877) 709-4752 (toll free) or +1 (424) 236-7232 (international) or by submitting an inquiry here: <https://www.veritaglobal.net/hopeman/inquiry>.**

**To be counted, this ballot must be actually received by the Balloting Agent by  
4:00 p.m. (prevailing eastern time) on [●], 2025**

**MASTER BALLOT EXHIBIT FOR CLASS 4 (ASBESTOS CLAIMS)**

All holders of Asbestos Claims represented by: \_\_\_\_\_  
 Plaintiff's Law Firm

Last Name (Injured Party)	First Name	M.I.	Suffix	Soc. Sec. No. (Last 4 Digits)	Date of Birth	Date of Death (if applicable)	Accept/Vote in Favor or Reject/Vote Against	Elects to Opt-Out of Holders' Release of Hopeman's Directors and Officers? <sup>1</sup>
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	
							<input type="checkbox"/> Accept, or <input type="checkbox"/> Reject	

**Total Acceptances/Votes in Favor:**

**Total Rejections/Votes Against:**

<sup>1</sup> Only applicable to holders of Asbestos Claims who vote to reject the Plan or abstain from voting on the Plan.

**EXHIBIT 3**

**Notice of Non-Voting Status**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

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

**NOTICE OF NON-VOTING STATUS TO HOLDERS OF CLAIMS AND INTERESTS IN NON-VOTING CLASSES**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOUR RIGHTS MAY BE AFFECTED BY THE PLAN. THEREFORE, YOU SHOULD READ THIS NOTICE CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.**

PLEASE TAKE NOTICE THAT, on [●], 2025, Hopeman Brothers, Inc. (“Hopeman”) and the Official Committee of Unsecured Creditors (the “Committee”, and together with Hopeman, the “Plan Proponents”) filed the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Plan”) and the *Disclosure Statement with Respect to the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Disclosure Statement”).

On [●], 2025, the Court entered an order [Docket No. [●]] (the “Solicitation Procedures Order”)<sup>1</sup> (a) conditionally approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (b) approving the Solicitation Procedures, (c) approving the solicitation materials and notices to be distributed in connection with the solicitation of the Plan, and (d) authorizing Hopeman to solicit votes on the Plan, among other things.

**You are receiving this notice because you are or may be a Holder of a Claim against or Equity Interest in Hopeman that is not entitled to vote on the Plan.**

**If you believe you are a holder of an Asbestos Claim (including any Asbestos Indirect Claim) or a General Unsecured Claim, you may file a motion (a “Rule 3018 Motion”), in accordance with Bankruptcy Rule 3018(a), for an order temporarily allowing your Claim for purposes of voting to accept or reject the Plan. You must serve such Rule 3018 Motion on the Plan Proponents so that it is actually received by them no later than 14 calendar days**

<sup>1</sup> Capitalized terms used but no defined herein have the meanings given to them in the Plan, Disclosure Statement, or Disclosure Statement order, as applicable.

**after service of the Solicitation Package (the “3018 Motion Deadline”). Any Rule 3018 Motions will be heard by the Court at or before the Combined Hearing (as defined below). If the Court grants a timely filed Rule 3018 Motion and temporarily allows your Claim in a specified amount, that temporarily allowed amount will be for voting purposes only, and not for purposes of allowance or distribution.**

The hearing at which the Court will consider approval of the Disclosure Statement on a final basis and confirmation of the Plan (the “Combined Hearing”) will be held on [●], 2025 at [●] a.m./p.m. (prevailing Eastern Time) before the Honorable Keith L. Phillips in the United States Bankruptcy Court for the Eastern District of Virginia, 701 East Broad Street, Courtroom 5100, Richmond, Virginia 23219-1888. The Combined Hearing may be continued or adjourned from time to time by the Court or the Plan Proponents without further notice other than as may be announced in open court or by notice filed on the docket in this chapter 11 case.

**Objection Deadline.** The deadline for filing objections to final approval of the Disclosure Statement and confirmation of the Plan is [●], 2025, at 4:00 p.m. (prevailing Eastern Time) (the “Confirmation Objection Deadline”). All objections to final approval of the Disclosure Statement and confirmation of the Plan **must** (a) be in writing, (b) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any relevant and admissible evidence in support of the objection, and the amount of the objector’s claim(s) or such other grounds that give the objector standing to assert the objection, (c) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, (d) be filed with the Court, and (e) served in accordance with the Bankruptcy Rules and Bankruptcy Local Rules upon the Notice Parties (defined below) so as to be actually received on or before the Confirmation Objection Deadline. *Any objection not properly and timely filed shall be deemed to be waived and to be consent to the entry of an order confirming the Plan.*

Objections to confirmation of the Plan must be served on the following parties (the “Notice Parties”):

- a. Counsel to Hopeman: Hunton Andrews Kurth LLP, (i) Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, VA 23219 (Attn: Tyler P. Brown (tpbrown@HuntonAK.com) and Henry P. (Toby) Long, III (hlong@HuntonAK.com)) and (ii) 600 Travis Street, Suite 4200, Houston, TX 77002 (Attn: Joseph P. Rovira (josephrovira@HuntonAK.com) and Catherine A. Rankin (crankin@HuntonAK.com)).
- b. Counsel to the Committee: Caplin & Drysdale, Chartered, 1200 New Hampshire Avenue, NW, 8th Floor, Washington, DC 20036 (Attn: Kevin C. Maclay (kmaclay@capdale.com), Todd E. Phillips (tphillips@capdale.com), Jeffrey A. Liesemer (jliesemer@capdale.com), and Nathaniel R. Miller (nmiller@capdale.com)).
- c. Future Claimants’ Representative: Campbell & Levine, LLC, 222 Delaware Avenue, Suite 1620, Wilmington, DE 19801 (Attn: Marla Rosoff Eskin (meskin@camlev.com))

- d. Office of the United States Trustee for the Eastern District of Virginia: 701 East Broad Street, Suite 4304, Richmond, VA 23219 (Attn: Kathryn R. Montgomery (Kathryn.montgomery@usdoj.gov)).

**Release, Exculpation, and Injunction.** Please be advised that Article X of the Plan contains the following release, exculpation, and injunction provisions:

***Section 10.2 Hopeman Discharge Injunction***

Except as specifically provided in the Plan (including Section 8.12, Section 8.13, Section 8.15, and Section 8.16 of the Plan), any of the other Plan Documents, or the Confirmation Order, all Entities who have held, hold, or may hold Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against Hopeman are permanently enjoined, on and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand, other than to enforce any right to a Distribution pursuant to the Plan or any other right provided under the Plan; (b) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (c) creating, perfecting, or enforcing any Encumbrance of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to Hopeman or against the property or interests in property of Hopeman, with respect to such Claim or Demand; and/or (e) commencing or continuing any action, in any manner, against Hopeman, Reorganized Hopeman, or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of Hopeman (including, without limitation, Reorganized Hopeman) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against Hopeman at any time, to the extent that such judgment relates to a discharged Claim or Demand.

***Section 10.3 Asbestos Permanent Channeling Injunction***

Pursuant to sections 105(a) and 524(g) of the Bankruptcy Code, and except as otherwise provided in the Plan (including Article VIII of the Plan), any of the other Plan Documents, and the Confirmation Order, the Confirmation Order shall provide for the issuance of the following injunction to take effect upon the occurrence of the Effective Date:

- (a) **Scope of Injunction.** All Entities that have held or asserted, or hold or assert, or may hold or assert in the future any Channeled Asbestos Claim shall be permanently stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery on account of any such Channeled Asbestos Claim, including:
- (i) commencing, conducting, or continuing in any manner, directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum against or

affecting any Protected Party or any property or interest in property of any Protected Party;

(ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Protected Party or any property or interest in property of any Protected Party;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Encumbrance against any Protected Party or any property or interest in property of any Protected Party;

(iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to any Protected Party or any property or interest in property of any Protected Party; and

(v) proceeding in any manner and in any place with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Asbestos Trust, except in conformity and compliance with the Asbestos Trust Agreement and the Asbestos Trust Distribution Procedures.

(b) Reservations. Notwithstanding anything to the contrary above, this Asbestos Permanent Channeling Injunction shall not stay, restrain, bar, or enjoin:

(i) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;

(ii) the rights of Entities to the treatment accorded them under Article IV of the Plan, as applicable, including the rights of Channeled Asbestos Claimants to have their Channeled Asbestos Claims resolved in accordance with the Asbestos Trust Distribution Procedures;

(iii) the rights of Entities to assert any Channeled Asbestos Claim against the Asbestos Trust in accordance with the Asbestos Trust Distribution Procedures, or any claim for payment of an Asbestos Trust Expense against the Asbestos Trust;

(iv) the rights of Channeled Asbestos Claimants to assert any and all claims or causes of action against any Entities that are not Protected Parties;

(v) the rights of the Asbestos Trust or, if applicable, Reorganized Hopeman to prosecute a claim or cause of action based on, arising from, or attributable to any of the Asbestos Trust Assets against any Entity that is not a Protected Party;



(vi) any action or suit against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne that strictly conforms to the requirements of Section 8.12 of the Plan;

(vii) any action, suit, or Claimant Action permitted or authorized under Section 8.13 of the Plan against any Non-Settling Asbestos Insurer; or

(viii) any claim, crossclaim, or third-party demand in a court of competent jurisdiction (including in any state court lawsuits) against Reorganized Hopeman (or, if deemed an indispensable party, the Asbestos Trust) or Wayne, or any direct action against any Non-Settling Asbestos Insurer of Hopeman or Wayne, in each case that strictly conforms to the requirements of Section 8.15 of the Plan.

#### ***Section 10.4 Exculpation***

None of the Exculpated Parties shall have or incur any liability to any Entity for any act or omission in connection with, related to, or arising out of: (a) the Chapter 11 Case; (b) negotiation, formulation and preparation of the Plan and the other Plan Documents, and any of the terms and/or settlements and compromises reflected in the Plan and the other Plan Documents; (c) pursuit of confirmation of the Plan; (d) consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan or the Asbestos Trust Distribution Procedures; (e) the releases and injunctions contained in the Plan; or (f) the management or operation of Hopeman during the Chapter 11 Case. Without limiting the generality of the foregoing, the Exculpated Parties shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

#### ***Section 10.6 Release of Hopeman's Directors and Officers by Releasing Parties***

Except as provided in Section 8.13(c) and Section 8.15 of the Plan and in addition to the protections afforded to the Released Parties as Protected Parties under the Asbestos Permanent Channeling Injunction, and in consideration for the obligations of Hopeman and Reorganized Hopeman under the Plan, each Releasing Party and the Asbestos Trust shall waive and release any and all Causes of Action that such holder, did commence or could have commenced against any such Released Party that is based upon, attributable to, or arising from any acts or omissions of Released Party occurring prior to the Effective Date or in any way attributable to Hopeman, Reorganized Hopeman, the Chapter 11 Case, or the Plan; provided, however, that, notwithstanding the foregoing, no release of the Released Parties shall diminish, reduce, or eliminate the duties of any Asbestos Insurer under any Asbestos Insurance Policy or any Asbestos CIP Agreement.

#### ***Section 10.8 No Actions on Account of Released Claims***

Except as provided in the Plan, as of the Effective Date, all Entities that have held, currently hold or may hold any claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities that are released pursuant to the Plan shall be permanently enjoined from taking any of the following against a released Entity, or any of its property, on account of such released claims, commitments, obligations, suits, judgments, damages, demands, debts, Causes of Action or liabilities: (i) commencing or continuing in any manner any action or

other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting or enforcing any Encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to any released Entity; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

### **HOW TO OBTAIN ADDITIONAL INFORMATION**

If you would like to receive copies of the Plan, the Disclosure Statement, or any other pleading filed in this chapter 11 case free of charge, or if you have any questions, you may contact the Balloting Agent by: (i) accessing Hopeman's restructuring website at <https://www.veritaglobal.net/hopeman/>; (ii) writing to Hopeman Brothers, Inc. c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1(424) 236-7232 (international); or (iv) submit an inquiry here: <https://www.veritaglobal.net/hopeman/inquiry>. You may also access any pleadings filed in this chapter 11 case for a fee via PACER on the Bankruptcy Court's website at [www.vaeb.uscourts.gov](http://www.vaeb.uscourts.gov).

**Please note that the Balloting Agent cannot provide you with legal or financial advice. You are strongly encouraged to review the terms of the Disclosure Statement and the Plan and to consult with your legal and financial advisors regarding your rights**

Dated: [ ● ], 2025  
Richmond, Virginia

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**EXHIBIT 4**

**Combined Hearing Notice**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

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

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**NOTICE OF COMBINED HEARING FOR APPROVAL OF  
DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOUR RIGHTS MAY BE AFFECTED BY THE PLAN. THEREFORE, YOU SHOULD READ THIS NOTICE CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.**

PLEASE TAKE NOTICE THAT on [●], 2024, Hopeman Brothers, Inc. (“Hopeman”) and the Official Committee of Unsecured Creditors (the “Committee,” and together with Hopeman, the “Plan Proponents”) filed the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Plan”) and the *Disclosure Statement with Respect to the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be modified from time to time, the “Disclosure Statement”).

On [●], 2025, the Court entered an order [Docket No. [●]] (the “Solicitation Procedures Order”)<sup>1</sup> (a) conditionally approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (b) approving the Solicitation Procedures, (c) approving the solicitation materials and notices to be distributed in connection with the solicitation of the Plan, and (d) authorizing Hopeman to solicit votes on the Plan, among other things.

The hearing at which the Court will consider approval of the Disclosure Statement on a final basis and confirmation of the Plan (the “Combined Hearing”) will be held on [●], 2025 at [●] a.m./p.m. (prevailing Eastern Time) before the Honorable Keith L. Phillips in the United States Bankruptcy Court for the Eastern District of Virginia, 701 East Broad Street, Courtroom 5100, Richmond, Virginia 23219-1888. The Combined Hearing may be continued or adjourned from time to time by the Court or the Plan Proponents without further notice other than as may be announced in open court or by notice filed on the docket in this chapter 11 case.

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<sup>1</sup> Capitalized terms used but no defined herein have the meanings given to them in the Plan, Disclosure Statement, or Disclosure Statement order, as applicable.

### **INFORMATION REGARDING VOTING ON THE PLAN**

**Voting Record Date.** The Voting Record Date is [●], 2025. All holders of Claims in Classes 3 and 4 as of the Voting Record Date are entitled to vote to accept or reject the Plan.

**Voting and Release Opt-Out Deadline.** The deadline for submitting votes to accept or reject the Plan is [●], 2025, at 4:00 p.m. (prevailing Eastern Time). If you received a Solicitation Package with a Ballot or Master Ballot and intend to vote on the Plan, you **must** (a) follow the instructions in your Ballot or Master Ballot carefully; (b) complete all the required information on the Ballot or Master Ballot; and (c) execute and return you Ballot or Master Ballot so that it is **actually received** by Hopeman’s claims, noticing, and administrative agent, Kurtzman Carson Consulting LLC d/b/a Verita Global (the “Balloting Agent”), on or before the Voting and Release Opt-Out Deadline. ***If you return your Ballot or Master Ballot after the Voting and Release Opt-Out Deadline or fail to follow the instructions included with your Ballot or Master Ballot, your vote may not be counted.***

### **INFORMATION REGARDING OBJECTING TO THE PLAN**

**Article X of the Plan contains release, exculpation, and injunction provisions. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to the injunctions, please see Article VIII.H of the Disclosure Statement and Article X of the Plan. You are advised to review and consider the Plan carefully because your rights might be affected thereunder even if you abstain from voting.**

**Objection Deadline.** The deadline for filing objections to final approval of the Disclosure Statement and confirmation of the Plan is [●], 2025, at 4:00 p.m. (prevailing Eastern Time) (the “Confirmation Objection Deadline”). All objections to final approval of the Disclosure Statement and confirmation of the Plan **must** (a) be in writing, (b) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any relevant and admissible evidence in support of the objection, and the amount of the objector’s claim(s) or such other grounds that give the objector standing to assert the objection, (c) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, (d) be filed with the Court, and (e) served in accordance with the Bankruptcy Rules and Bankruptcy Local Rules upon the Notice Parties (defined below) so as to be actually received on or before the Confirmation Objection Deadline. ***Any objection not properly and timely filed shall be deemed to be waived and to be consent to the entry of an order confirming the Plan.***

Objections to confirmation of the Plan must be served on the following parties (the “Notice Parties”):

- a. Counsel to Hopeman: Hunton Andrews Kurth LLP, (i) Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, VA 23219 (Attn: Tyler P. Brown (tpbrown@HuntonAK.com) and Henry P. (Toby) Long, III (hlong@HuntonAK.com)) and (ii) 600 Travis Street, Suite 4200, Houston, TX 77002 (Attn: Joseph P. Rovira (josephrovira@HuntonAK.com) and Catherine A. Rankin (crankin@HuntonAK.com)).

- b. Counsel to the Committee: Caplin & Drysdale, Chartered, 1200 New Hampshire Avenue, NW, 8th Floor, Washington, DC 20036 (Attn: Kevin C. Maclay (kmaclay@capdale.com), Todd E. Phillips (tphillips@capdale.com), Jeffrey A. Liesemer (jliesemer@capdale.com), and Nathaniel R. Miller (nmiller@capdale.com)).
- c. Future Claimants' Representative: Campbell & Levine, LLC, 222 Delaware Avenue, Suite 1620, Wilmington, DE 19801 (Attn: Marla Rosoff Eskin (meskin@camlev.com)).
- d. Office of the United States Trustee for the Eastern District of Virginia: 701 East Broad Street, Suite 4304, Richmond, VA 23219 (Attn: Kathryn R. Montgomery (kathryn.montgomery@usdoj.gov)).

### **IMPORTANT INFORMATION REGARDING ASBESTOS CLAIMS**

Proof of an Asbestos Claim does not have to be filed with the Bankruptcy Court at this time. The Bankruptcy Court has established special procedures for holders of Asbestos Claims to vote on the Plan. Lawyers for holders of Asbestos Claims may vote on the Plan on behalf of their clients if the lawyers are authorized to do so. If you are unsure whether your lawyer is authorized to vote on your behalf, please contact your lawyer.

If you (i) believe you hold an Asbestos Claim but did not assert such Claim against Hopeman prior to the Petition Date and (ii) wish to vote to accept or reject the Plan, you may obtain a ballot by submitting an inquiry to the Balloting Agent through the following webpage link: <https://www.veritaglobal.net/hopeman/inquiry>. Claimants who timely submit a completed ballot to the Balloting Agent via the following e-mail address: [hopemanballots@veritaglobal.com](mailto:hopemanballots@veritaglobal.com) by no later than [●], 2025 at 4:00 p.m. (prevailing Eastern Time) shall each be deemed holders of Class 4 Claims and each such Claim will be temporarily allowed, **for voting purposes only**, in the amount of \$1.00 per claimant, unless the Claim is the subject of an objection.

### **HOW TO OBTAIN ADDITIONAL INFORMATION**

If you received Solicitation Package materials in electronic format and desire paper copies, if you need to obtain additional Solicitation Packages, or if you have any questions, you may contact the Balloting Agent by: (i) accessing Hopeman's restructuring website at <https://www.veritaglobal.net/hopeman>; (ii) writing to Hopeman Brothers, Inc. c/o Kurtzman Carson Consultants LLC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (iii) calling (877) 709-4752 (toll free) or +1 (424) 236-7232 (international); or (iv) submit an inquiry here: <https://www.veritaglobal.net/hopeman/inquiry>. You may also access any pleadings filed in this chapter 11 case for a fee via PACER on the Bankruptcy Court's website at [www.vaeb.uscourts.gov](http://www.vaeb.uscourts.gov).

**Please note that the Balloting Agent cannot provide you with legal or financial advice. You are strongly encouraged to review the terms of the Disclosure Statement and the Plan and to consult with your legal and financial advisors regarding your rights.**

Dated: [●], 2025

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Richmond, Virginia

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